



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, July 19, 2021, 7:00 p.m.

**If you wish to provide written public comment regarding any items below by email, please provide them by noon on July 19, 2021 to cityclerk@gardnerkansas.gov. The meeting will be open to the public **

**Watch this meeting live on the City's YouTube channel at <https://www.youtube.com/user/CityofGardnerKS> **

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. 2021-2022 Budget Presentation

PUBLIC HEARINGS

1. Hold a public hearing to consider an amended redevelopment project plan for a redevelopment district within the City (Main Street Market Place Redevelopment District, Project Area 1)
2. Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Johnson County Fair

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on July 6, 2021
2. Standing approval of City expenditures prepared June 29, 2021 in the amount of \$1,635.79; July 2, 2021 in the amount of \$1,058,289.76; and July 9, 2021 in the amount of \$304,920.42
3. Consider authorizing the execution of a design services agreement for the 167th Street (Center Street to Moonlight Road) improvements project

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider an ordinance approving and adopting a second amended redevelopment project plan for a redevelopment district in the City of Gardner, Kansas (Main Street Market Place Redevelopment District, Project Area 1)
2. Consider a request for a Waiver of the Distance Limitation and a "General Retailer" Special Event permit to allow for the sale of cereal malt beverages for consumption within 200 feet of a school, church, or library during the Johnson County Fair
3. Consider adopting a resolution of the City of Gardner, Kansas, regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

COUNCIL DISCUSSION FORM**PRESENTATION ITEM NO. 1****MEETING DATE:** JULY 19, 2021**STAFF CONTACT:** MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: 2021-2022 Budget**Strategic Priority:** Fiscal Stewardship**Department:** Finance

Background/Description of Item:

Finance Director Matthew Wolff will provide an updated presentation on the proposed 2021-2022 budget.

COUNCIL ACTION FORM

PUBLIC HEARING ITEM NO. 1

MEETING DATE: JULY 19, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Hold a public hearing to consider an amended redevelopment project plan for a redevelopment district within the City (Main Street Market Place Redevelopment District, Project Area 1).

Strategic Priority: Promote Economic Development; Fiscal Stewardship; Quality of Life

Department: Finance

Staff Recommendation:

Hold a public hearing to consider an amended redevelopment project plan for a redevelopment district within the City (Main Street Market Place Redevelopment District, Project Area 1).

Background/Description of Item:

The purpose of the amendment is to expand the Main Street Market Place TIF Project Plan Area 1 boundaries to include the entirety of the Freddy's property. A portion of the Freddy's property is currently in Project Area 1, but the southwest portion of the property is located outside the project area. The proposed amendment to the TIF Project Plan would add this southwest portion of the Freddy's site so that the entire Freddy's property is included in Project Area 1.

COUNCIL ACTION FORM

PUBLIC HEARING ITEM NO. 2

MEETING DATE: JULY 19, 2021

STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Hold a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Johnson County Fair

Strategic Priority: Quality of Life

Department: Administration

Background/Description of Item:

Chris Meyer, Tumbleweed Bar and Grill, at the request of the Johnson County Fair Board, has applied for a "General Retailer" Special Event Permit and is requesting a Waiver of the Distance Limitation for an area to sell cereal malt beverages (CMB) during the Johnson County Fair event to be held July 27-August 1, 2021.

The location is to be in the derby arena area (see attached map). CMBs will be served within the gates of the beer garden and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at both entrances. The hours of operation for the beer garden will be from 4:00 pm to 11:59 pm from July 27 through July 31, 2021.

Since the location of the proposed beer garden is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation and a permit for a special event by the City Council.

This waiver and permit, if approved, will be for July 27 through July 31, 2021 only with the following restrictions:

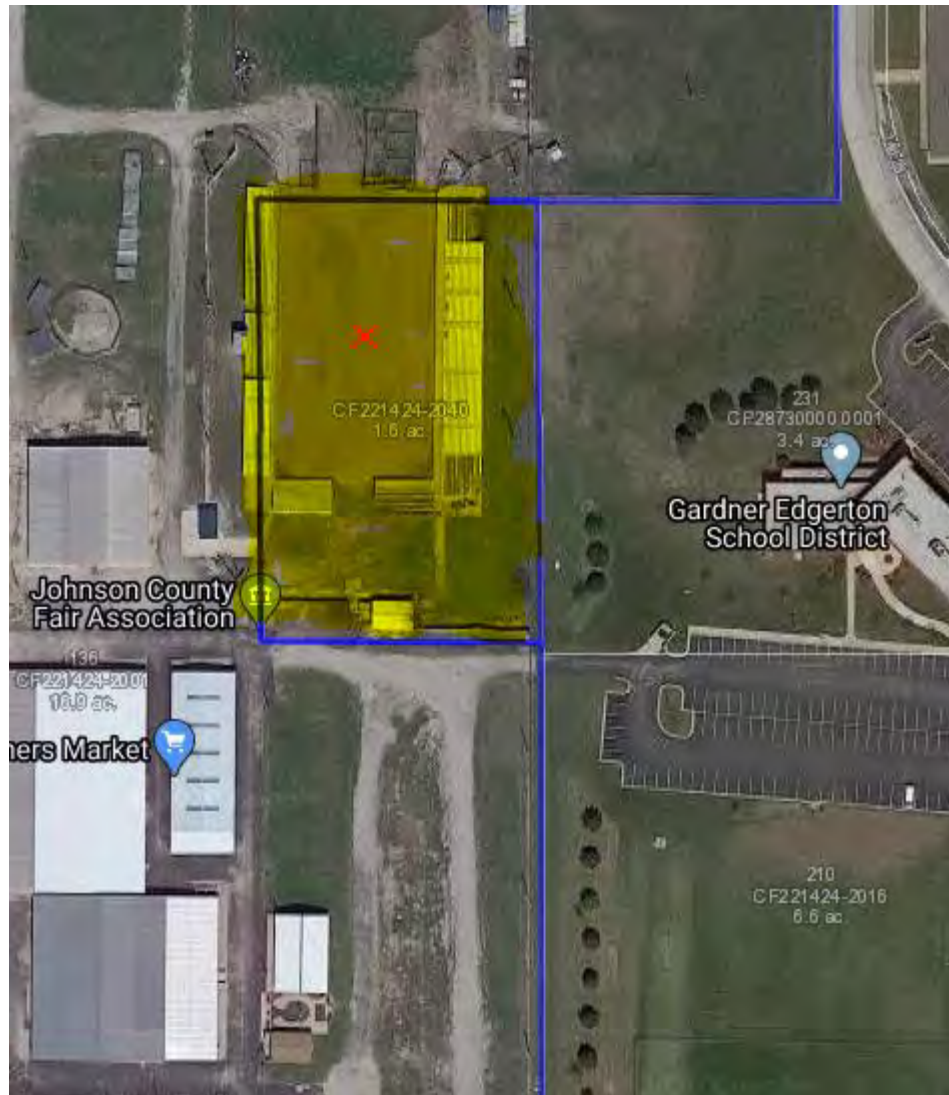
- The location as shown on the map as provided.
- Hours of operation for the beer garden: 4:00 pm to 11:59 pm.

Attachments:

- Fairgrounds Map (area of event shaded in yellow)

Suggested Motion:

Open a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Johnson County Fair to be held July 27-August 1, 2021 at the Johnson County Fairgrounds, 136 E. Washington St.



**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

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July 6, 2021

The City Council of the City of Gardner, Kansas met in regular session on July 6, 2021, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Steve Shute presiding. Present were Councilmembers Todd Winters, Mark Baldwin, Kacy Deaton, Randy Gregorcyk, and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Parks and Recreation Director Jason Bruce; Community Development Director Dave Knopick; City Engineer Tim McEldowney; Attorney Spencer Low; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

CALL TO ORDER

There being a quorum of Councilmembers present, Mayor Shute called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shute led those present in the Pledge of Allegiance.

PRESENTATIONS

PUBLIC HEARINGS

PUBLIC COMMENTS

Jennifer Smith, 648 S. Oak, said in 2016, she was asked to speak regarding fireworks and those with neurological and sensory issues. She said it was a fantastic weekend, and thanked city staff. She noted businesses stayed open extra hours to accommodate guests coming to town. It was a win for Gardner and the community. But there is accountability. The city council is accountable for every citizen in the town. There are citizens with neurological disabilities, sensory issues, PTSD who love fireworks, but not since last Sunday. There are neurotypical residents with no issues who like fireworks, but not every day since last Sunday. There are days that are not to be utilized for fireworks. People got together and had a good time; it was a good opportunity because of the pandemic. Gardner PD was stretched thin, kudos to them and the agencies that came to help. For the good that happened, there are consequences. This town belittles each other on social media. Mayor needs to do something about that, to bring citizens together, but educate those on the opportunities. Nobody should need to be on their roof cleaning firework debris. Jennifer's father late stage Alzheimer's, and on Friday, there was a loud, illegal mortar shot off, and he almost bit her finger off as she was giving medicine. There needs to be consequences. She went out after hours and asked her neighbors to stop. The adults were drinking while the children set off large fireworks. Who is accountable? With all the good things that happened, they need to think about accountability to all citizens.

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the regular meeting on June 21, 2021**
- 2. Standing approval of City expenditures prepared June 18, 2021 in the amount of \$601,734.93; June 25, 2021 in the amount of \$554,164.34; and June 25, 2021 in the amount of \$47,960.55**
- 3. Consider authorizing the execution of an agreement with Stantec Consulting Services Inc. to assess the roads of the City of Gardner**

Councilmember Deaton made a motion to approve the Consent Agenda.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

RECORD OF PROCEEDINGS OF THE GOVERNING BODY

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July 6, 2021

1. Consider a resolution providing the Authority to Award a contract with the Kansas Department of Transportation (KDOT) for the Moonlight Road Safe Routes to School project

City Engineer Tim McEldowney said this is in regard to the Moonlight Safe Routes to Schools project. This is filling in trails and sidewalks around Moonlight Elementary. This is a KDOT administered project. They advertised and opened bids, with Mega KC being the low bidder. KDOT recommends awarding the construction contract to them. The total is \$481,000. KDOT's match is \$252,000, and the city's match is \$229,000. KDOT is asking the city to commit to spending the funds on the project so they can move it forward.

Shute confirmed this is for sidewalk improvement around Moonlight Elementary. McEldowney said it goes from near Warren St. to White Dr.

Councilmember Gregorcyk made a motion to adopt a resolution providing the authority to award a contract and commit city funds with KDOT for the Moonlight Safe Routes to School Project in the amount of \$229,000.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2086.

Winters:	Yes
Gregorcyk:	Yes
Roberts:	Yes
Baldwin:	Yes
Deaton:	Yes

2. Consider adopting a resolution authorizing the public sale of certain General Obligation Bonds of the City of Gardner, Kansas

Finance Director Matt Wolff said this is a housekeeping item. On June 21, council passed 2085 authorizing the public sale of general obligation bonds. This new resolution recommends changing the sale date. The original sale date was July 19, and the new proposed date is August 2. S&P Global Ratings indicated they are experiencing a high volume of work, and staff wants to accommodate their schedule.

Councilmember Gregorcyk asked if there is any any benefit or financial impact by changing the date. Director Wolff said there is no financial impact; it's about maintaining a good relationship with S&P.

Mayor Shute asked if there will still be a ratings call. Wolff confirmed. Shute asked if there is any indication how the call will go. Wolff said based on continued development and that things are returning to normal, it sends a good message to S&P. Maintaining strong reserves also helps secure the bond rating going forward.

Councilmember Gregorcyk made a motion to adopt a resolution authorizing the offer for public sale of certain General Obligation Bonds of the City of Gardner, Kansas, and repealing Resolution No. 2085 of the City.

Councilmember Winters Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2087.

Gregorcyk:	Yes
Roberts:	Yes
Baldwin:	Yes
Deaton:	Yes
Winters:	Yes

3. Consider adopting an ordinance amending Chapter 5.20.090 of the Municipal Code of the City pertaining to original package sales of alcoholic liquor

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City Clerk Sharon Rose said the State Legislature passed House Bill 2137 in May amending Kansas liquor laws. This bill includes authorizing Sunday sales for Retail Liquor Store and Cereal Malt Beverage Retailers to begin as early as 9:00am in cities or counties where Sunday sales have been authorized. Sunday Sales have been authorized in the City of Gardner since November 2004. The city must adopt an ordinance authorizing Sunday sales before noon in order to comply with this change. This ordinance is subject to a 60-day waiting period, during which a petition for an election can be filed.

Councilmember Baldwin asked if the city was more restrictive than the state if they pass this. Attorney Low said no, this is conformance and the city would be out of compliance if this weren't passed, pending an election. This prevents the city from being more restrictive than the state.

Councilmember Gregorcyk questioned the strategic priority being quality of life. Mayor Shute said they needed to put it somewhere.

Councilmember Deaton made a motion to adopt an ordinance amending Chapter 5.20.090 of the Municipal Code of the City of Gardner, Kansas, entitled "Opening and Closing Hours and Dates of Sale".

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2709.

Roberts:	Yes
Baldwin:	Yes
Deaton:	Yes
Winters:	Yes
Gregorcyk:	Yes

4. Consider adopting an ordinance amending Chapter 10.15.050 of the Municipal Code of the City pertaining to truck route violations

Deputy City Administrator Amy Nasta said at the June 21 council meeting the governing body provided unanimous consent for staff to draft an ordinance updating truck fines to \$200. This is a housekeeping item that fulfills this request.

Jennifer Smith thanked this city for this item. Residents on Oak St appreciate it.

Councilmember Gregorcyk appreciates staff work on this. He was glad to have support of the council. Mayor Shute said it's an important step. Councilmember Baldwin asked if there was consideration on having a warning, then the next is \$200, then it goes up to \$1,000 exponentially on habitual offenders. Chief Belcher didn't explore that; it would be a question for legal. Attorney Low said there may be issues, but he can look into it. Shute said if it's a small, independent trucker, it could hurt them, but it would be no issue for a large company. Councilmember Winters asked if it would be difficult to track who has had what fines. Belcher said they handle that through court. Baldwin said it could be like DUIs, each one is a worse penalty. Belcher said to move forward with that, a prosecutors would need to look at past history to determine the fines.

Mayor Shute asked if there is consensus to review an escalating system. Gregorcyk preferred to see how this works first. Baldwin is fine with it, but it could be applicable to other fines as well. Shute said they will hold with this for now. Gardner PD has been increasing enforcement on truck routes. 191st is back open, and that should help.

Councilmember Gregorcyk made a motion to adopt an ordinance amending Chapter 10.15.050 of the Municipal Code of the City of Gardner, Kansas, entitled "Violation - Penalty".

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2710.

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Baldwin:	Yes
Deaton:	Yes
Winters:	Yes
Gregorcyk:	Yes
Roberts:	Yes

COUNCIL UPDATES

City Engineer McEldowney said Waverly Rd is closed from Madison north to Fountain. The contractor will have until school begins to complete that section, and then they will move south. They opened 188th St, but closed part of the bridge, one lane at a time, to repair the approaches. KDOT is also making repairs to the bridge. The contract is to be done by August 11 for school. Mayor Shute asked if they are flagging. McEldowney said they are not flagging, just using signs. Mayor Shute asked about when they can expect lights. McEldowney said that would be toward the end of the project. The contract runs out the end of December, and signals should be in November. Shute said they will still have issues with buses. McEldowney confirmed, but said the bridge will be open. Winters noted they did a road assessment about 5 years ago. McEldowney said staff walked the road and performed ratings. Winters asked if they will do this periodically 5-6 years. McEldowney said they will try to update annually with staff, but will use a contractor periodically to ensure the city is on track. Shute asked if the data will be inserted into Micro PAVER. McEldowney said the contractor will create a pavement index which rates each street, and that information can go into PAVER.

Director Knopick has an EDAC meeting July 21; they will hear a presentation on the downtown plan. The public is invited. Building inspector Mick Chapman is leaving July 16. They hired a new building inspector, Charles Craft, who is riding with Mr. Chapman to introduce him to builders. A planner position is still open, but they are using two interns over the summer. Mayor Shute noted that Mr. Chapman is hard to replace. Knopick said he's got the experience and knowledge base.

Director Bruce said the Independence Day festival was Sunday. All departments chipped in. He recognized Amy Craft and the rest of the staff. The police and fire departments were taxed, but they came out in full support after the air show. The school district helped with overflow parking at Pioneer Ridge. Mayor Shute said staff did a tremendous job. It was the best Independence Day festival so far.

Director Garcia noted the Hillsdale expansion achieved substantial completion on June 24. Peak demand was 4.1 the day before. Both plants are in operation and everything is going well.

Chief Belcher acknowledged staff of the Police Department. The amount of time they had to work, with minimal recovery time, was incredible. Regarding fireworks, Ms. Smith mentioned education. Staff put out numerous social media blasts in an attempt to educate. She noted accountability; Belcher said they are outnumbered by fireworks. They rely on citizens doing the right thing. They will evaluate and make changes. They took enforcement action on issues they encountered. Mayor Shute noted people shooting fireworks on private lots, especially using the old Price Chopper lot while there was an active firework tent selling. They should have been cited, but were gone by the time sheriff responded. If they are within 200 ft of a fireworks tent, it's criminal negligence. Belcher said the problem is with other calls for service, they are observing this activity while they are already responding to other calls. If it is between dealing with a fireworks issue versus an active disturbance, they respond to the disturbance. Shute said if a firework had gone off in a tent, it would have been a significant fire. Belcher said that would have been a criminal investigation. He was unaware of the call. Shute said there was a call for service; the sheriff's deputies responded and they couldn't do anything. It could be a communication issue. Belcher said they normally have more people out, and they knew the big weekend was coming, but the officers did the best they could. They will reevaluate and make changes for next year. Shute said they did amazing work; things were tight because of the air show.

City Clerk Rose said she was asked how early candidates can place their campaign signs in yards. She said the temporary sign code in the GMC allows signs to be placed 90 days from the election, which would be August 2.

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Director Wolff will have a budget presentation at the first meeting in August seeking final guidance from council. Staff will publish a budget draft for residents to review prior to the public hearing that will be held the first meeting in September. Gregorcyk asked if the presentation will be available in advance. Wolff confirmed.

City Administrator Pruetting publicly thanked Director Bruce and Chief Belcher for the work they did over the weekend. Their staff did great work, but it starts with leadership. People don't see the troubleshooting that happens. Several incidents came up, and the public was unaware of what had to be done behind the scenes.

Councilmember Roberts thanked staff for a fantastic weekend in Gardner. It was a lot of work, but it was good for Gardner. Great job finding the entertainment. Roberts believes they need to revisit the fireworks ordinance. Shute said there would be an after-action assessment. Roberts said she wasn't on the council then, but they went from 0-100, and there's room for compromise.

Councilmember Gregorcyk thanked all the agencies. There were a lot of things the community doesn't know that were handled efficiently and safely. New Century is a county asset, and it was good that the county was able to host. Gregorcyk is pro-fireworks, but they need to look at the controllable factors. Everyone has accountability. They need to understand what the sheriff's interaction was. They can improve it without diminishing the celebration. He heard a lot of positive comments about the Parks event.

Councilmember Deaton thanked the police department; they were stretched but did a great job. She was concerned about traffic flow, but it was easy to get in and out of town. Deaton thanked Parks staff for the event at Celebration Park. It exceeded expectations. Deaton watched the air show from the pool. Cars on the road were getting distracted by the show, but lifeguards kept their focus on the water, which speaks to the leadership at the pool.

Councilmember Baldwin echoed the same sentiments to staff. He noted things that happen behind the scenes. The original fireworks are still on a port. Staff figured out how to solve that problem. He is willing to open up the fireworks discussion tonight.

Councilmember Winters went to the festival in the afternoon. They enjoyed activities for kids, and the food trucks were great. He thanked New Century staff; the air show people were happy to be there. He asked when they set dates for fireworks. Belcher said they previously had direction from governing body to have the CPAC set dates that were consistent and not changing. CPAC had an open forum and one citizen showed up for public comment. CPAC set the dates for the 3rd-5th ever year, and the times for 10am-11pm. Council approved the that ordinance. Baldwin said they had 4 days originally, then down to three. There was no support to change the dates each year. Belcher has heard feedback on the length of the sale of fireworks. They begin selling on the 28th, and people are going to shoot them on the 28th. That's not a police department decision; that's a governing body decision. Shute said stands won't open if they can only sell for three days. Pruetting said they are one day shorter than what the state allows. Deaton noted they are two days shorter than the state. Shute said inventory was limited but tents sold out because of out of town visitors. Dates and times of sale will need to be evaluated. Once they open, people will start shooting them off, but they can't cut off the vendors. Gregorcyk said they need to find the balance. He isn't worried about the economics, but driving around on Monday, the trash was immense. They are making sales revenue, but they need to understand what changes can be made. Shute said the community making the streets dirty is being inconsiderate and disrespectful. The citizens need to be responsible. They talked about it for years, and the message was if citizens aren't responsible, it might get taken away. Shute isn't interested in that, as it is a unifying action and a distinction for the city. With rights come responsibilities. Roberts noted social media posts about cleaning up. She is worried that when it does rain, the debris will go into storm sewers. She hopes the education helps remind people to clean up. Baldwin said realistically they aren't shorting dates of sale. The stands need that to make their money. They can revisit dates for shooting, but that doesn't change that people have to adhere to them. There will be outliers. It's a personal responsibility issue. Even with education, they can't stop everyone. He has heard good comments and enjoyment that this is well received. This body doesn't have many options. This is on the residents. He urges the public to enjoy responsibly. Roberts asked if he thinks 11pm on traditional workday is too late. Baldwin said that's why he suggested a rolling date change to allow for the most shooting without affecting the worker. Shute said nighttime hours are restricted

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because the sun doesn't go down until 8:30. Deaton said only public comment in CPAC stressed keeping the date consistent. The rolling dates were hard to follow. That's why CPAC kept the date and times the same. Belcher said the times that are chosen won't matter, those who don't care won't change. There's no difference what's going on now versus 10 years ago when fireworks were banned. Some people aren't being respectful of their neighbors or the ordinance. Shute noted that by 11:15 most nights, shooting had calmed down. Belcher shared the same experience. Winters said he doesn't understand why they set the dates to the 3rd-5th; he would rather it be the 2nd-4th. Winters said cutting a day or two from the length of sale won't affect vendors that much; they'll sell as much in a shorter amount of time. Baldwin said the call log stats for the first night were ridiculous. Most complaints were on the first night and then it tapered off, even on the legal days. Do people want to break the rules or is it an issue of education. Baldwin suggested interactions between neighbors may improve it. Belcher noted an interaction that turned into a battery. It's an issue of respect and following the ordinance. It will be a problem whether it's the 2nd-4th or the 3rd-5th. Pruetting noted that next year, the 1st is on a Friday. They will get a lot of complaints because people gather on the weekends. Shute asked if they need to consider an ordinance change. Roberts supports changing to the 2nd-4th. Deaton suggested sending it back to CPAC to review. Gregorcyk wants to hear more from the citizens. He agreed with Winters on shortening the sale. Roberts suggested doing a fireworks survey. Baldwin said they did one 4-5 years ago. Roberts asked if they could do it again, because it's hard to get people to meetings. Shute supported a survey, but also suggested a town hall at a CPAC meeting. It would give CPAC information to begin work immediately. Gregorcyk said they need to do it right away and not wait until the fall. Pruetting said a town hall will draw out more people objecting to them because they are legal. If they weren't legal, that would draw out more people in favor. It would be a skewed view. A survey would be a lot broader. Roberts said it would draw more participation. Pruetting said they could do survey by the end of the month on the hours of day, number of days, Deaton suggested including dates of sales. Ms. Smith suggested including the PWAAC committee because ADA isn't limited to physical disabilities. She noted older community members may not have online access. It's the accountability, and not just one committee deciding. There can be volunteer communities to go out and educate. She reminded them about animals; her neighbor's dog was drugged from Sunday to today. Baldwin noted Ms. Smith's idea of volunteers going out to educate, but are there suggestions for accountability? Ms. Smith suggested taking their fireworks away. They issue permits to build a porch, they could have a permit/yellow sign to shoot fireworks. People are moving out of Gardner because of this, or moving here. People from out of town come in for the day to blow things up then leave. She didn't know her neighbor when asked them to stop; it could have been bad. Post volunteers at fireworks tents educating customers. Shute noted every stand is required to post the ordinance. Baldwin said it doesn't mean they will follow it. Ms. Smith suggested a marketing campaign with high school to do a video. Gregorcyk said they should continue with survey, add questions to what they asked previously. Belcher clarified no action from CPAC now, wait until survey. Shute confirmed, but still wants CPAC do an after-action assessment. Gregorcyk hoped more residents had attended the meeting. Baldwin said most didn't because they are happy with the fireworks. Shute said people don't want to ban fireworks, but want to see them managed better.

Mayor Shute offered kudos to Parks and PD staff. There were economic development opportunities from the air show. Gardner invested time and man-hours in the airshow, but if one of those development opportunities comes to Gardner, it's worthwhile. Belcher said they submitted an invoice to the airshow for reimbursement. They got positive feedback for the community. It was the biggest weekend in the history of the city. Winters asked if they got any drone footage of the festival. Bruce confirmed. Deaton asked about attendance, Bruce said it was bigger than 2019, maybe 8000. Gregorcyk asked if the airshow sold out both dates. Belcher said they punched 27,000 tickets on Saturday and about 30% less on Sunday. Shute said the assistant fire chief reported no fire incidents.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Gregorcyk and seconded by Councilmember Deaton the meeting adjourned at 8:26 p.m.

City Clerk

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK
INVOICE		VOUCHER	P.O.		DATE			
NO		NO	NO			NO	DESCRIPTION	AMOUNT

0005013	00	HSA BANK						
W313980		003406		00	06/28/2021	001-1140-411.31-15	OUTSOURCED SERVICES	CHECK #: 131
								122.50
							VENDOR TOTAL *	.00
								122.50
0002811	00	UNITED STATES POSTAL SERVICE						
434523825		003405		00	06/24/2021	001-1140-411.47-04	CITY NEWSLETTER POSTAGE	CHECK #: 114
								1,513.29
							VENDOR TOTAL *	.00
							HAND ISSUED TOTAL ***	1,513.29
								1,635.79
							TOTAL EXPENDITURES ****	.00
								1,635.79
						GRAND TOTAL	*****	1,635.79

VEND NO	SEQ#	VENDOR NAME							
INVOICE NO		VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
00003508371	00	AFFINIS CORP.							
		PI0372	007539	00	06/30/2021	130-3130-431.62-04	ADDENDUM 1	EFT:	6,322.82
							VENDOR TOTAL *	.00	6,322.82
0003525941769	00	ALLEN, GIBBS & HOULIK LC							
		PI0378	007702	00	06/25/2021	001-1305-413.31-01	2020 AUDIT SERVICES	EFT:	5,500.00
							VENDOR TOTAL *	.00	5,500.00
000002911679179	00	ALTEC INDUSTRIES, INC.							
		003430		00	07/02/2021	501-4130-441.52-09	PARTS FOR TR# 403 & 413	EFT:	113.97
							VENDOR TOTAL *	.00	113.97
0000566136898	00	AMERICAN TOPSOIL, INC.							
		003431		00	07/02/2021	521-4230-442.52-12	PULV	EFT:	99.00
136921		003431		00	07/02/2021	521-4230-442.52-12	PULV	EFT:	99.00
136898		003431		00	07/02/2021	531-4330-443.52-12	PULV	EFT:	99.00
136921		003431		00	07/02/2021	531-4330-443.52-12	PULV	EFT:	99.00
							VENDOR TOTAL *	.00	396.00
00019864954134-05	00	ANIXTER, INC.							
		003430		00	07/02/2021	501-4130-441.52-31	INSULATED SLEEVES	EFT:	71.16
4958775-00		003430		00	07/02/2021	501-4130-441.52-31	SPLICE KITS	EFT:	506.32
4976879-01		003430		00	07/02/2021	501-4130-441.52-31	ELBOWS	EFT:	483.44
4983520-00		003430		00	07/02/2021	501-4130-441.52-31	SUPPLIES	EFT:	450.21
4974297-00		PI0376	007693	00	06/18/2021	501-4130-441.52-31	PRIMARY CABLE	EFT:	7,457.55
4978170-00		PI0377	007694	00	06/18/2021	501-4130-441.52-31	PRIMARY CABLE	EFT:	7,529.09
							VENDOR TOTAL *	.00	16,497.77
00000587589-06162021	00	ANSWER KANSAS CITY, LTD. INC.							
		003418		00	07/02/2021	501-4110-441.40-03	MONTHLY BILLING	EFT:	161.90
7589-06162021		003419		00	07/02/2021	521-4230-442.31-15	MONTHLY BILLING	EFT:	21.90
7589-06162021		003420		00	07/02/2021	531-4330-443.31-15	MONTHLY BILLING	EFT:	21.90
							VENDOR TOTAL *	.00	205.70
0099999096913	00	BRANDY LEE KNIGHT							
		003431		00	07/02/2021	001-0000-228.30-00	CASH BOND REFUND	128.00	
							VENDOR TOTAL *	128.00	
0002420BMS899219	00	BRENNTAG MID-SOUTH, INC							
		PI0373	007589	00	06/24/2021	521-4220-442.52-13	ROBIN 110	EFT:	1,016.00
BMS904515		PI0374	007589	00	06/29/2021	521-4220-442.52-13	ROBIN 110	EFT:	1,016.00
							VENDOR TOTAL *	.00	2,032.00
000493422-WA2002	00	BURNS & MCDONNELL/CAS CONSTRUCTORS							
		PI0369	007179	00	06/30/2021	521-4240-442.61-03	WTP EXPANSION	EFT:	852,525.68
							VENDOR TOTAL *	.00	852,525.68
00047959402494978	00	CRAFCO, INC.							
		003421		00	07/02/2021	117-3120-431.43-06	COLD MIX ASPHALT	EFT:	600.00
							VENDOR TOTAL *	.00	600.00
0000288	00	CROFT TRAILER SUPPLY, INC.							

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0000288	00	CROFT TRAILER SUPPLY, INC.							
477028		003430		00	07/02/2021	501-4130-441.52-04	TURNLIGHTS	EFT:	43.00
VENDOR TOTAL *								.00	43.00
0099999	00	DAVID & KIMBERLY FESENMEYER							
06242021		003417		00	07/02/2021	001-1130-411.58-00	ANNEXATION REBATE	936.78	
VENDOR TOTAL *								936.78	
0099999	00	DUSTIN EMMANUEL HOWE JR							
66877		003431		00	07/02/2021	001-0000-228.30-00	CASH BOND REFUND	300.00	
VENDOR TOTAL *								300.00	
0099999	00	EMILY STEEN							
099094		003431		00	07/02/2021	001-0000-228.30-00	CASH BOND REFUND	33.00	
VENDOR TOTAL *								33.00	
0004946	00	EVERGY							
4469208877	0621	003430		00	07/02/2021	521-4220-442.40-05	MONTHLY BILLING	46.65	
7011930732	0621	003430		00	07/02/2021	531-4320-443.40-05	MONTHLY BILLING	416.01	
VENDOR TOTAL *								462.66	
0002956	00	FASTENAL CO.							
KSKA3143966		003430		00	07/02/2021	501-4130-441.52-12	SHOP SUPPLIES	EFT:	150.57
VENDOR TOTAL *								.00	150.57
0004402	00	FLICKINGER, MICHAEL							
06182021		003422		00	07/02/2021	001-7120-471.46-01	MILEAGE REIMBURSEMENT	126.56	
VENDOR TOTAL *								126.56	
0099999	00	FREDERICK HADLE							
06242021		003414		00	07/02/2021	001-1130-411.58-00	ANNEXATION REBATE	503.40	
06242021		003415		00	07/02/2021	001-1130-411.58-00	ANNEXATION REBATE	15.07	
06242021		003416		00	07/02/2021	001-1130-411.58-00	ANNEXATION REBATE	19.40	
VENDOR TOTAL *								537.87	
0000086	00	GALLS, LLC							
018651526		003423		00	07/02/2021	001-2120-421.53-02	RIOT HELMET-PEMBLETON	EFT:	203.78
018674769		003424		00	07/02/2021	001-2120-421.53-02	COAT - ASHER	EFT:	305.82
018674777		003425		00	07/02/2021	001-2120-421.53-02	BIKE PATROL SHIRTS	EFT:	109.56
018674780		003426		00	07/02/2021	001-2120-421.53-02	SHIRTS - ASHER	EFT:	117.33
018674782		003427		00	07/02/2021	001-2120-421.53-02	SHIRTS - ASHER	EFT:	117.34
018674792		003428		00	07/02/2021	001-2120-421.53-02	BIKE PATROL SHORTS	EFT:	126.54
018674794		003429		00	07/02/2021	001-2120-421.53-02	BIKE PATROL SHORTS	EFT:	63.25
VENDOR TOTAL *								.00	1,043.62
0000092	00	GEORGE BUTLER ASSOC., INC.							
63285		PI0370 007316	00	06/30/2021		531-4340-443.62-10	SEWER IMPROVEMENTS	20,810.00	
VENDOR TOTAL *								20,810.00	
0005093	00	GROUP GARDNER, LLC							

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0005093	00	GROUP GARDNER, LLC							
07012021		003435		00	07/02/2021	108-9100-491.49-05	2ND QTR CID DISTRIBUTION	EFT:	76,856.16
							VENDOR TOTAL *	.00	76,856.16
0001840	00	GT DISTRIBUTORS INC							
INV0848881		003430		00	07/02/2021	001-2120-421.53-02	GLOCK HOLSTERS	EFT:	1,537.50
INV0838218A		003431		00	07/02/2021	001-2120-421.53-02	PATROL RIFLES	EFT:	246.00
							VENDOR TOTAL *	.00	1,783.50
0001368	00	HAROLD, LLOYD							
1455		003437		00	07/02/2021	001-6120-461.52-01	SERVICE CALL - PUMP	EFT:	983.00
							VENDOR TOTAL *	.00	983.00
0000201	00	HASTY AWARDS							
06212105		003438		00	07/02/2021	001-6110-461.47-53	MEDALS	EFT:	1,105.00
							VENDOR TOTAL *	.00	1,105.00
0003739	00	HAWKINS, INC.							
4932967		003430		00	07/02/2021	531-4320-443.52-13	POLYMER	EFT:	1,894.09
							VENDOR TOTAL *	.00	1,894.09
0004434	00	HEARTLAND LAKE MANAGEMENT							
3053		003430		00	07/02/2021	531-4320-443.31-15	LAKE TREATMENT	EFT:	3,348.50
							VENDOR TOTAL *	.00	3,348.50
0000297	00	HERITAGE-CRYSTAL CLEAN							
16870848		003431		00	07/02/2021	001-3116-431.44-02	PARTS CLEANER	EFT:	412.68
16870849		003431		00	07/02/2021	521-4230-442.31-15	GASOLINE/CLEAN	EFT:	84.81
16870849		003431		00	07/02/2021	531-4330-443.31-15	GASOLINE/CLEAN	EFT:	84.82
							VENDOR TOTAL *	.00	582.31
0000481	00	HOLLIDAY SAND AND GRAVEL							
1500252409		003431		00	07/02/2021	117-3120-431.43-06	SPOILS	EFT:	143.00
1500252207		003431		00	07/02/2021	117-3120-431.43-06	SPOILS	EFT:	71.50
							VENDOR TOTAL *	.00	214.50
0000102	00	ICMA RETIREMENT TRUST - 457							
565013		003434		00	07/01/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #: 101	7,776.40
							VENDOR TOTAL *	.00	7,776.40
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES							
KCSERV000997		003430		00	07/02/2021	001-6130-461.52-15	CONCESSION FOOD	1,082.40	
							VENDOR TOTAL *	1,082.40	
0004633	00	INTEGRITY LOCATING SERVICES, LLC							
5232		PI0379 007704	00	06/10/2021	001-3120-431.31-15	LOCATING SERVICE	EFT:	2,672.25	
5232		PI0380 007704	00	06/10/2021	501-4130-441.40-06	LOCATING SERVICE	EFT:	2,672.25	
5232		PI0381 007704	00	06/10/2021	521-4230-442.40-06	LOCATING SERVICE	EFT:	2,672.25	
5232		PI0382 007704	00	06/10/2021	531-4330-443.40-06	LOCATING SERVICE	EFT:	2,672.25	
							VENDOR TOTAL *	.00	10,689.00
0000108	00	K.C. BOBCAT INC							

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT

0000108	00	K.C. BOBCAT INC							
19152291		003431		00	07/02/2021	521-4230-442.43-02	BOBCAT REPAIR	224.36	
19152291		003431		00	07/02/2021	531-4330-443.43-02	BOBCAT REPAIR	224.37	
							VENDOR TOTAL *	448.73	
0002671	00	KANSAS GAS SERVICE							
105962227	0621	003430		00	07/02/2021	001-6120-461.40-04	MONTHLY BILLING	51.78	
							VENDOR TOTAL *	51.78	
0000208	00	KDHE - BUREAU OF WATER							
20105 2021		003430		00	07/02/2021	531-4330-443.46-02	CERTIFICATION RENEWAL	20.00	
20108 2021		003431		00	07/02/2021	531-4330-443.46-02	CERTIFICATION RENEWAL	20.00	
							VENDOR TOTAL *	40.00	
0099999	00	KENT HAYES							
29336458		003408		00	07/02/2021	001-0000-347.05-00	SOTT REFUND	225.00	
							VENDOR TOTAL *	225.00	
0001542	00	L & M DISTRIBUTING							
159874		003430		00	07/02/2021	531-4320-443.52-13	MICRO ZYMES	EFT:	1,701.00
159950		003431		00	07/02/2021	531-4320-443.52-13	SEWER DRUM	EFT:	995.00
							VENDOR TOTAL *	.00	2,696.00
0099999	00	L&J DEVELOPMENT, LLC							
06242021		003409		00	07/02/2021	001-1130-411.58-00	ANNEXATION REBATE	132.54	
							VENDOR TOTAL *	132.54	
0099999	00	LARRY MICHAEL LANGLEY							
091397		003431		00	07/02/2021	001-0000-349.01-00	OVERPAYMENT	33.00	
091397		003431		00	07/02/2021	001-0000-349.01-00	OVERPAYMENT	122.00	
							VENDOR TOTAL *	155.00	
0099999	00	LETEZE S ROBINSON							
56030		003431		00	07/02/2021	001-0000-228.30-00	CASH BOND REFUND	180.00	
							VENDOR TOTAL *	180.00	
0002354	00	LOGAN CONTRACTORS SUPPLY, INC							
Q64869		003430		00	07/02/2021	117-3120-431.43-06	CONCRETE EPOXY	1,380.00	
							VENDOR TOTAL *	1,380.00	
0099999	00	MICHAEL STEWART							
06242021		003411		00	07/02/2021	001-1130-411.58-00	ANNEXATION REBATE	13.26	
							VENDOR TOTAL *	13.26	
0003579	00	MID-STATES MATERIALS LLC							
106371		003431		00	07/02/2021	531-4330-443.52-12	DIRT	76.91	
							VENDOR TOTAL *	76.91	
0001382	00	MISSION COMMUNICATIONS, LLC							
1047873		003430		00	07/02/2021	531-4320-443.31-15	ALARM SYSTEM	EFT:	1,953.00

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT	AMOUNT
0001382	00	MISSION COMMUNICATIONS, LLC								
VENDOR TOTAL *									.00	1,953.00
0003872	00	MOZINGO LAW FIRM, LLC								
100267		003431		00	07/02/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:		96.00
100267		003431		00	07/02/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:		78.00
095888		003431		00	07/02/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:		120.00
098735		003431		00	07/02/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:		228.00
091100		003431		00	07/02/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:		168.00
VENDOR TOTAL *									.00	690.00
0099999	00	MY DREAM HOME LLC								
06242021		003410		00	07/02/2021	001-1130-411.58-00	ANNEXATION REBATE		1,026.39	
VENDOR TOTAL *									1,026.39	
0005101	00	NETSTANDARD INC								
INV0086927		PI0375	007646	00	06/29/2021	602-1340-413.31-15	NECESSARY LICENSING	EFT:		7,630.00
VENDOR TOTAL *									.00	7,630.00
0004589	00	NEXTPAGE, INC.								
59869		003430		00	07/02/2021	001-1120-411.47-02	SUMMER NEWSLETTER 2021	EFT:		2,109.21
VENDOR TOTAL *									.00	2,109.21
0004123	00	OFFICETEAM								
57954909		003431		00	07/02/2021	604-1320-413.31-15	TEMP LABOR	EFT:		1,056.00
VENDOR TOTAL *									.00	1,056.00
0000142	00	OLATHE WINWATER WORKS								
160232	04	003431		00	07/02/2021	521-4230-442.52-32	SADDLES	EFT:		285.00
161701	00	003431		00	07/02/2021	521-4230-442.52-32	PIPING	EFT:		1,477.00
161529	00	003431		00	07/02/2021	521-4230-442.52-31	NEW METERS	EFT:		2,975.00
161931	00	003431		00	07/02/2021	521-4230-442.52-32	HARDWARE	EFT:		65.00
VENDOR TOTAL *									.00	4,802.00
0000393	00	OLSSON, INC.								
389882		PI0371	007511	00	06/23/2021	130-3130-431.62-19	AMENDMENT 1	EFT:		974.44
VENDOR TOTAL *									.00	974.44
0001138	00	OVERHEAD DOOR CO OF KC, INC.								
SVC/852112		003430		00	07/02/2021	531-4320-443.31-15	CIRCUIT BOARD	EFT:		711.01
VENDOR TOTAL *									.00	711.01
0004836	00	PARKIT								
3880		003439		00	07/02/2021	001-6110-461.54-51	PARKING ATTENDANTS	EFT:		1,036.00
VENDOR TOTAL *									.00	1,036.00
0099999	00	PAUL & MARY HERBERT LIVING TRUST								
06242021		003412		00	07/02/2021	001-1130-411.58-00	ANNEXATION REBATE		105.77	
06242021		003413		00	07/02/2021	001-1130-411.58-00	ANNEXATION REBATE		356.71	
VENDOR TOTAL *									462.48	
0000145	00	PEPSI-COLA								

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT

0000145	00	PEPSI-COLA							
52918151		003430		00	07/02/2021	001-6110-461.52-15	CONCESSION BEVERAGES	EFT:	383.18
50475454		003430		00	07/02/2021	001-6130-461.52-15	CONCESSION BEVERAGES	EFT:	322.72
							VENDOR TOTAL *	.00	705.90
0000220	00	PETTY CASH -	POLICE DEPARTMENT						
06212021		003430		00	07/02/2021	001-2120-421.46-01	TOLL FEES-DAVIDSON	4.00	
06212021		003430		00	07/02/2021	001-2120-421.46-01	TRAINING MEAL-DAVIDSON	7.57	
06212021		003430		00	07/02/2021	001-2120-421.46-01	TOLL FESS - DAVIDSON	4.00	
06212021		003430		00	07/02/2021	001-2120-421.46-01	TRAINING MEAL - DAVIDSON	12.01	
							VENDOR TOTAL *	27.58	
0001835	00	PHELPS ENGINEERING, INC							
36741		PI0368	007563	00	07/01/2021	001-3130-431.31-10	ON CALL STORMSEWER	EFT:	515.00
							VENDOR TOTAL *	.00	515.00
0000586	00	PROTECTIVE EQUIPMENT TESTING							
75080		003430		00	07/02/2021	501-4130-441.31-15	PROTECTIVE EQP TESTING	EFT:	4,024.50
75100		003431		00	07/02/2021	501-4130-441.53-02	PROTECTIVE SLEEVES	EFT:	739.88
							VENDOR TOTAL *	.00	4,764.38
0003110	00	REJIS COMMISSION							
455820		003430		00	07/02/2021	602-1340-413.47-05	VPN CONNECTION	EFT:	1,085.00
							VENDOR TOTAL *	.00	1,085.00
0004120	00	RIVER GROUP DESIGN							
GRD077		003430		00	07/02/2021	001-1120-411.47-02	SUMMER NEWSLETTER 2021	EFT:	280.00
							VENDOR TOTAL *	.00	280.00
0099999	00	SCOTT ALLEN FORD							
095257		003431		00	07/02/2021	001-0000-228.30-00	CASH BOND REFUND	5.00	
							VENDOR TOTAL *	5.00	
0000160	00	SHAWNEE COPY CENTER INC.							
126402		003440		00	07/02/2021	001-3130-431.47-02	BUSINESS CARDS	EFT:	87.00
							VENDOR TOTAL *	.00	87.00
0001566	00	STAPLES BUSINESS ADVANTAGE							
8062557315		003430		00	07/02/2021	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	144.40
8062629502		003431		00	07/02/2021	001-2110-421.52-20	OFFICE SUPPLIES	EFT:	85.98
							VENDOR TOTAL *	.00	230.38
0004785	00	SUMNERONE, INC							
2904431		003430		00	07/02/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	231.90
							VENDOR TOTAL *	.00	231.90
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
29883		003430		00	07/02/2021	117-3120-431.43-06	ASPHALT	EFT:	116.71
							VENDOR TOTAL *	.00	116.71
0000176	00	TIME WARNER CABLE							

									EFT, EPAY OR
VEND NO	SEQ#	VENDOR NAME							HAND-ISSUED
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000176	00	TIME WARNER CABLE							
0241458062121		003430		00	07/02/2021	602-1340-413.47-05	MONTHLY BILLING	1,994.05	
VENDOR TOTAL *								1,994.05	
0004208	00	TRAFFIC CONTROL CORPORATION							
129861		003431		00	07/02/2021	001-3120-431.52-10	TRAFFIC SENSOR	1,250.00	
VENDOR TOTAL *								1,250.00	
0099999	00	TREY MORGAN HASTINGS							
095549		003431		00	07/02/2021	001-0000-228.30-00	CASH BOND REFUND	300.00	
VENDOR TOTAL *								300.00	
0002484	00	US FOOD SERVICE							
5877519		003430		00	07/02/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	346.02
3028831		003430		00	07/02/2021	001-6130-461.52-15	CONCESSION FOOD	EFT:	12.29
5837959		003430		00	07/02/2021	001-6130-461.52-15	CONCESSION FOOD	EFT:	912.18
5864951		003430		00	07/02/2021	001-6130-461.52-15	CONCESSION FOOD	EFT:	49.05
3109482		003441		00	07/02/2021	001-6130-461.52-15	CONCESSION FOOD	EFT:	1,306.71
VENDOR TOTAL *								.00	2,626.25
0000366	00	WARDROBE CLEANERS INC.							
06262021		003430		00	07/02/2021	001-2120-421.42-02	DRY CLEANING	390.00	
VENDOR TOTAL *								390.00	
0004599	00	WATER RESOURCES SOLUTIONS, LLC							
21-1484		PI0367	007555	00	06/30/2021	001-3130-431.31-10	ON CALL NPDES	EFT:	750.00
VENDOR TOTAL *								.00	750.00
HAND ISSUED TOTAL ***									7,776.40
EFT/EPAY TOTAL ***									1,017,937.37
TOTAL EXPENDITURES ****								32,575.99	1,025,713.77
GRAND TOTAL *****									1,058,289.76

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PAYMENT DATE: 07/09/2021

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004265	00	ACCESS INFORMATION PROTECTED									
8848550		003443		00	07/09/2021			001-1150-411.31-15	OFF-SITE STORAGE	1,452.79	
VENDOR TOTAL *										1,452.79	
0001986	00	ANIXTER, INC.									
4933133-00		003499		00	07/09/2021			501-4130-441.52-31	ANCHOR ROD	EFT:	821.06
4947848-01		003500		00	07/09/2021			501-4130-441.52-25	CONNECTORS	EFT:	1,716.57
4947848-02		003501		00	07/09/2021			501-4130-441.52-31	CONDUIT	EFT:	2,364.66
4976879-02		003502		00	07/09/2021			501-4130-441.52-31	ELBOWS	EFT:	193.38
4980694-00		003503		00	07/09/2021			501-4130-441.52-31	TERMINATORS	EFT:	1,106.46
4988025-00		003504		00	07/09/2021			501-4130-441.52-25	LED LIGHTS	EFT:	781.38
4990783-00		003505		00	07/09/2021			501-4130-441.52-31	CONNECTORS	EFT:	95.24
VENDOR TOTAL *										.00	7,078.75
0003327	00	ASCAP									
500734769	2021	003469		00	07/09/2021			001-6105-461.46-02	CITY MUSIC LICENSING	EFT:	375.73
VENDOR TOTAL *										.00	375.73
0004994	00	BENEFITS DIRECT									
A009128		003463		00	07/07/2021			721-0000-202.03-08	VISION & SUPP. BILLING	EFT:	12,592.54
VENDOR TOTAL *										.00	12,592.54
0002420	00	BRENNTAG MID-SOUTH, INC									
BMS899220		PI0385 007701		00	06/25/2021			521-4220-442.52-13	SODIUM HYDROXIDE	EFT:	5,757.50
VENDOR TOTAL *										.00	5,757.50
0003080	00	CATES HEATING & AIR COND SVC INC									
11062894		003506		00	07/09/2021			501-4120-441.43-02	A/C REPAIR	EFT:	87.50
11062988		003507		00	07/09/2021			501-4120-441.43-02	A/C REPAIR	EFT:	490.00
VENDOR TOTAL *										.00	577.50
0004812	00	CRAFT, AMY									
06242021		003463		00	07/07/2021			001-6105-461.46-01	MILEAGE REIMBURSEMENT	84.00	
VENDOR TOTAL *										84.00	
0004998	00	DELTA DENTAL OF KANSAS									
1005114202107		003472		00	07/09/2021			001-1120-411.21-01	MONTHLY BILLING	EFT:	101.76
1005114202107		003473		00	07/09/2021			001-1140-411.21-01	MONTHLY BILLING	EFT:	122.20
1005114202107		003474		00	07/09/2021			001-1150-411.21-01	MONTHLY BILLING	EFT:	20.44
1005114202107		003475		00	07/09/2021			001-1305-413.21-01	MONTHLY BILLING	EFT:	71.32
1005114202107		003476		00	07/09/2021			001-1310-413.21-01	MONTHLY BILLING	EFT:	223.96
1005114202107		003478		00	07/09/2021			001-1330-413.21-01	MONTHLY BILLING	EFT:	101.76
1005114202107		003480		00	07/09/2021			001-2110-421.21-01	MONTHLY BILLING	EFT:	325.72
1005114202107		003481		00	07/09/2021			001-2120-421.21-01	MONTHLY BILLING	EFT:	903.87
1005114202107		003482		00	07/09/2021			001-2130-421.21-01	MONTHLY BILLING	EFT:	20.44
1005114202107		003483		00	07/09/2021			001-3120-431.21-01	MONTHLY BILLING	EFT:	313.86
1005114202107		003484		00	07/09/2021			001-3130-431.21-01	MONTHLY BILLING	EFT:	163.08
1005114202107		003492		00	07/09/2021			001-6105-461.21-01	MONTHLY BILLING	EFT:	163.08
1005114202107		003493		00	07/09/2021			001-6120-461.21-01	MONTHLY BILLING	EFT:	193.52
1005114202107		003494		00	07/09/2021			001-7110-471.21-01	MONTHLY BILLING	EFT:	173.08

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	

0004998	00	DELTA DENTAL OF KANSAS							
1005114202107	003495		00	07/09/2021	001-7120-471.21-01	MONTHLY BILLING	EFT:	122.20	
1005114202107	003485		00	07/09/2021	501-4110-441.21-01	MONTHLY BILLING	EFT:	122.20	
1005114202107	003486		00	07/09/2021	501-4120-441.21-01	MONTHLY BILLING	EFT:	193.52	
1005114202107	003487		00	07/09/2021	501-4130-441.21-01	MONTHLY BILLING	EFT:	397.04	
1005114202107	003488		00	07/09/2021	521-4210-442.21-01	MONTHLY BILLING	EFT:	50.88	
1005114202107	003489		00	07/09/2021	521-4220-442.21-01	MONTHLY BILLING	EFT:	213.96	
1005114202107	003490		00	07/09/2021	521-4230-442.21-01	MONTHLY BILLING	EFT:	153.08	
1005114202107	003491		00	07/09/2021	531-4320-443.21-01	MONTHLY BILLING	EFT:	142.64	
1005114202107	003479		00	07/09/2021	602-1340-413.21-01	MONTHLY BILLING	EFT:	152.64	
1005114202107	003477		00	07/09/2021	604-1320-413.21-01	MONTHLY BILLING	EFT:	142.64	
1005114202107	003471		00	07/09/2021	721-0000-202.03-08	MONTHLY BILLING	EFT:	4,532.30	
VENDOR TOTAL *							.00	9,121.19	
0004959	00	DIGITAL EARTH CONSULTING LLC							
19	003508		00	07/09/2021	531-4320-443.47-39	SEWAGE SLUDGE DISPOSAL	EFT:	480.00	
VENDOR TOTAL *							.00	480.00	
0003960	00	ELLIOTT EQUIPMENT COMPANY							
162555	003509		00	07/09/2021	531-4330-443.43-05	VEHICLE REPAIRS	EFT:	1,279.46	
VENDOR TOTAL *							.00	1,279.46	
0002511	00	ENRIGHT LAWNS, INC							
24220	003463		00	07/07/2021	001-2110-421.47-56	ABATEMENT MOWING	EFT:	200.00	
24221	003463		00	07/07/2021	001-2110-421.47-56	ABATEMENT MOWING	EFT:	255.00	
VENDOR TOTAL *							.00	455.00	
0002956	00	FASTENAL CO.							
KSKA3143911	003509		00	07/09/2021	501-4120-441.52-12	HARDWARE	EFT:	8.12	
VENDOR TOTAL *							.00	8.12	
0001917	00	FLAME-OUT							
60837	003509		00	07/09/2021	501-4120-441.31-15	FIRE EXTINGUISHER INSPECT	EFT:	544.50	
VENDOR TOTAL *							.00	544.50	
0000086	00	GALLS, LLC							
018709903	003444		00	07/09/2021	001-2120-421.53-02	PANTS - BENZ	EFT:	65.07	
VENDOR TOTAL *							.00	65.07	
0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01-0000114	0721003509		00	07/09/2021	001-6120-461.40-02	MONTHLY BILLING	EFT:	380.00	
01-0000274	0721003509		00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00	
01-0000274	0721003509		00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	35.00	
01-0000274	0721003509		00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	35.00	
01-0000274	0721003509		00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	64.50	
01-0000274	0721003509		00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	64.50	
01-0000274	0721003509		00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00	
01-0000274	0721003509		00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00	
01-0000274	0721003509		00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00	
01-0000274	0721003509		00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00	

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT

0001101	00	GARDNER DISPOSAL SERVICE, INC.							
01-0000274	0721003509			00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274	0721003509			00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274	0721003509			00	07/09/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
VENDOR TOTAL *								.00	811.00
0000028	00	GARDNER NEWS							
06210022	003445			00	07/09/2021	001-1110-411.47-01	STATE OF THE CITY	EFT:	420.00
06210022	003446			00	07/09/2021	001-1130-411.31-15	ADS & ANNOUNCEMENT	EFT:	1,260.00
VENDOR TOTAL *								.00	1,680.00
0003835	00	GENERATION RELEVANT ENTERTAINMENT							
1505	003509			00	07/09/2021	001-6110-461.54-51	RIDER SUPPLIES	239.10	
VENDOR TOTAL *								239.10	
0005097	00	G2O TECHNOLOGIES							
910013108	PI0383	007700	00	06/22/2021		521-4220-442.52-13	ALUMINUM CHLOROHYDRATE	EFT:	3,033.77
910013286	PI0384	007700	00	06/22/2021		521-4220-442.52-13	ALUMINUM CHLOROHYDRATE	EFT:	13,877.76
VENDOR TOTAL *								.00	16,911.53
0000013	00	HACH COMPANY							
12527653	003509			00	07/09/2021	521-4220-442.52-12	CHEMICALS	EFT:	589.14
12532054	003509			00	07/09/2021	521-4220-442.52-12	CHEMICALS	EFT:	176.78
VENDOR TOTAL *								.00	765.92
0004993	00	HARTFORD, THE							
362719658369	003497			00	07/09/2021	001-1120-411.21-02	MONTHLY BILLING	EFT:	18.32
362719658369	003497			00	07/09/2021	001-1140-411.21-02	MONTHLY BILLING	EFT:	12.20
362719658369	003497			00	07/09/2021	001-1150-411.21-02	MONTHLY BILLING	EFT:	3.08
362719658369	003497			00	07/09/2021	001-1305-413.21-02	MONTHLY BILLING	EFT:	9.16
362719658369	003497			00	07/09/2021	001-1310-413.21-02	MONTHLY BILLING	EFT:	20.37
362719658369	003497			00	07/09/2021	001-1330-413.21-02	MONTHLY BILLING	EFT:	12.24
362719658369	003497			00	07/09/2021	001-2110-421.21-02	MONTHLY BILLING	EFT:	30.56
362719658369	003497			00	07/09/2021	001-2120-421.21-02	MONTHLY BILLING	EFT:	139.14
362719658369	003497			00	07/09/2021	001-2130-421.21-02	MONTHLY BILLING	EFT:	4.58
362719658369	003497			00	07/09/2021	001-3110-431.21-02	MONTHLY BILLING	EFT:	9.16
362719658369	003497			00	07/09/2021	001-3116-431.21-02	MONTHLY BILLING	EFT:	4.58
362719658369	003497			00	07/09/2021	001-3120-431.21-02	MONTHLY BILLING	EFT:	41.22
362719658369	003497			00	07/09/2021	001-3130-431.21-02	MONTHLY BILLING	EFT:	25.98
362719658369	003497			00	07/09/2021	001-6105-461.21-02	MONTHLY BILLING	EFT:	30.56
362719658369	003497			00	07/09/2021	001-6120-461.21-02	MONTHLY BILLING	EFT:	29.06
362719658369	003497			00	07/09/2021	001-7110-471.21-02	MONTHLY BILLING	EFT:	18.32
362719658369	003497			00	07/09/2021	001-7120-471.21-02	MONTHLY BILLING	EFT:	12.20
362719658369	003497			00	07/09/2021	501-4110-441.21-02	MONTHLY BILLING	EFT:	16.82
362719658369	003497			00	07/09/2021	501-4120-441.21-02	MONTHLY BILLING	EFT:	21.40
362719658369	003497			00	07/09/2021	501-4130-441.21-02	MONTHLY BILLING	EFT:	48.43
362719658369	003497			00	07/09/2021	521-4210-442.21-02	MONTHLY BILLING	EFT:	4.58
362719658369	003497			00	07/09/2021	521-4220-442.21-02	MONTHLY BILLING	EFT:	25.98
362719658369	003497			00	07/09/2021	521-4230-442.21-02	MONTHLY BILLING	EFT:	32.14
362719658369	003497			00	07/09/2021	531-4320-443.21-02	MONTHLY BILLING	EFT:	27.48

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT

0004993	00	HARTFORD, THE							
362719658369		003497		00	07/09/2021	551-4520-445.21-02	MONTHLY BILLING	EFT:	1.13
362719658369		003497		00	07/09/2021	601-1230-412.21-02	MONTHLY BILLING	EFT:	4.58
362719658369		003497		00	07/09/2021	602-1340-413.21-02	MONTHLY BILLING	EFT:	13.74
362719658369		003497		00	07/09/2021	603-3150-431.21-02	MONTHLY BILLING	EFT:	4.58
362719658369		003497		00	07/09/2021	604-1320-413.21-02	MONTHLY BILLING	EFT:	30.56
VENDOR TOTAL *								.00	652.15
0004797	00	HATLEY, KRISTIE							
07012021		003496		00	07/09/2021	001-7120-471.46-01	MILEAGE REIMBURSEMENT	87.92	
VENDOR TOTAL *								87.92	
0005000	00	HUMANA INSURANCE COMPANY							
702625423		003463		00	07/07/2021	721-0000-202.03-08	MEDICAL MONTHLY BILLING	EFT:	138,421.35
VENDOR TOTAL *								.00	138,421.35
0000108	00	K.C. BOBCAT INC							
19153376		003447		00	07/09/2021	001-3120-431.43-02	CONCRETE MIXER REPAIR	272.12	
VENDOR TOTAL *								272.12	
0002671	00	KANSAS GAS SERVICE							
161419073	0621	003509		00	07/09/2021	501-4120-441.40-04	MONTHLY BILLING	67.20	
VENDOR TOTAL *								67.20	
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.							
16201		003509		00	07/09/2021	501-4130-441.46-01	E. SMALL-3RD QTR TUITION	EFT:	300.00
16159		003463		00	07/07/2021	601-1230-412.46-01	KMU TRAINING 3RD QTR DUES	EFT:	3,375.00
VENDOR TOTAL *								.00	3,675.00
0000332	00	KANSAS STATE TREASURER							
59574		003463		00	07/07/2021	001-0000-207.10-17	MUNICIPAL COURT REVENUE	270.00	
59574		003463		00	07/07/2021	001-0000-207.10-13	MUNICIPAL COURT REVENUE	1,977.00	
59574		003463		00	07/07/2021	001-0000-207.10-14	MUNICIPAL COURT REVENUE	572.00	
59574		003463		00	07/07/2021	001-0000-207.10-11	MUNICIPAL COURT REVENUE	252.50	
59574		003463		00	07/07/2021	001-0000-207.10-12	MUNICIPAL COURT REVENUE	4,542.50	
59574		003463		00	07/07/2021	001-0000-207.10-15	MUNICIPAL COURT REVENUE	250.00	
59574		003463		00	07/07/2021	001-0000-207.10-16	MUNICIPAL COURT REVENUE	820.00	
VENDOR TOTAL *								8,684.00	
0005120	00	KC GLOBAL TRANSPORTATION							
12011		003463		00	07/07/2021	001-6110-461.54-51	PROF. DRIVERS FOR TALENT	EFT:	2,095.00
VENDOR TOTAL *								.00	2,095.00
0002489	00	KPERS							
1601393		003465		00	07/02/2021	721-0000-202.03-01	070121 PAY PERIOD	CHECK #:	40,765.42
1601683		003466		00	07/07/2021	721-0000-202.03-01	070221 PAY PERIOD	CHECK #:	2,242.05
VENDOR TOTAL *								.00	43,007.47
0003568	00	KPERS RETIREMENT							
1601405		003467		00	07/06/2021	721-0000-202.03-03	070121 PAY PERIOD	CHECK #:	814.88

VEND NO	SEQ#	VENDOR NAME								
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK	EFT, EPAY OR
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT	HAND-ISSUED
										AMOUNT
0003568	00	KPERs RETIREMENT								
							VENDOR TOTAL *		.00	814.88
0002490	00	KPF								
1601401		003468		00	07/06/2021	721-0000-202.03-02	070121 PAY PERIOD	CHECK #:	113	29,474.10
1601684		003468		00	07/07/2021	721-0000-202.03-02	070220 PAY PERIOD	CHECK #:	113	640.52
							VENDOR TOTAL *		.00	30,114.62
0004949	00	LEGAL RECORD, THE								
L91109		003463		00	07/07/2021	001-1150-411.47-01	ORD SUMMARY	EFT:		7.87
							VENDOR TOTAL *		.00	7.87
0002354	00	LOGAN CONTRACTORS SUPPLY, INC								
R13605		003463		00	07/07/2021	001-6110-461.54-51	LIGHT TOWERS		320.00	
							VENDOR TOTAL *		320.00	
0004957	00	NEXGRID, LLC								
2021182		003509		00	07/09/2021	501-4140-441.63-73	PROFESSIONAL SERVICES	EFT:		3,822.00
							VENDOR TOTAL *		.00	3,822.00
0005119	00	OMNIGO SOFTWARE, LLC								
I-IRT000175		003448		00	07/09/2021	001-2110-421.31-15	ANNUAL USER FEE	EFT:		4,655.00
							VENDOR TOTAL *		.00	4,655.00
0001569	00	PAYCOR, INC								
INV02370892		003468		00	06/30/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107	816.05
INV02376228		003468		00	07/02/2021	601-1230-412.31-15	PAYROLL SERVICES	CHECK #:	107	220.74
							VENDOR TOTAL *		.00	1,036.79
0000145	00	PEPSI-COLA								
50123201		003449		00	07/09/2021	001-6130-461.52-15	CONCESSION BEVERAGES	EFT:		772.40
							VENDOR TOTAL *		.00	772.40
0003125	00	PHOENIX FIRE SYSTEMS								
303137		003509		00	07/09/2021	603-3150-431.31-15	SERVICE CALL	EFT:		1,536.00
							VENDOR TOTAL *		.00	1,536.00
0000149	00	PRAXAIR DISTRIBUTION INC								
64273113		003450		00	07/09/2021	001-3116-431.44-02	CYLINDER RENTAL	EFT:		50.46
							VENDOR TOTAL *		.00	50.46
0005099	00	QUADIENT, INC								
58535339		003451		00	07/09/2021	602-1340-413.44-02	MONTHLY BILLING		208.76	
							VENDOR TOTAL *		208.76	
0001566	00	STAPLES BUSINESS ADVANTAGE								
8062698458		003463		00	07/07/2021	001-1310-413.52-20	OFFICE SUPPLIES	EFT:		107.24
8062698458		003463		00	07/07/2021	001-1310-413.52-20	OFFICE SUPPLIES	EFT:		3.79
							VENDOR TOTAL *		.00	111.03
0004785	00	SUMNERONE, INC								

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0004785	00	SUMNERONE, INC							
2906251		003452	00	07/09/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	45.33	
						VENDOR TOTAL *	.00	45.33	
0000174	00	TAPCO PRODUCTS CO.							
0134481		003453	00	07/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	121.60	
0134481		003454	00	07/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	17.90	
0134481		003455	00	07/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	17.90	
0134481		003456	00	07/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	45.30	
0134481		003457	00	07/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	33.40	
0134481		003458	00	07/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	53.30	
0134481		003459	00	07/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	132.78	
0134481		003460	00	07/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	67.75	
0134481		003461	00	07/09/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	207.93	
						VENDOR TOTAL *	.00	697.86	
0003836	00	UNIVERSAL SIGN & DISPLAY LLC							
11750		003463	00	07/07/2021	001-6110-461.54-51	4TH OF JULY BANNER	750.00		
						VENDOR TOTAL *	750.00		
0002484	00	US FOOD SERVICE							
4893362		003469	00	07/09/2021	001-6110-461.52-15	CONC	EFT:	20.23	
3224129		003509	00	07/09/2021	001-6130-461.52-15	CONCESSION FOOD	EFT:	700.43	
						VENDOR TOTAL *	.00	720.66	
0005118	00	VEOLIA WATER TECHNOLOGIES							
21000531RI05700003462			00	07/09/2021	531-4320-443.43-02	GREASE CANESTER	EFT:	1,201.55	
						VENDOR TOTAL *	.00	1,201.55	
0000289	00	VIKING INDUSTRIAL SUPPLY							
14453		003463	00	07/07/2021	001-6120-461.52-01	CELEBRATION PARK SUPPLIES	EFT:	291.00	
14454		003463	00	07/07/2021	001-6120-461.52-01	SHOP SUPPLIES	EFT:	160.00	
14452		003463	00	07/07/2021	001-6130-461.52-01	GAC SUPPLIES	EFT:	362.30	
						VENDOR TOTAL *	.00	813.30	
						HAND ISSUED TOTAL ***		74,973.76	
						EFT/EPAY TOTAL ***		217,780.77	
						TOTAL EXPENDITURES ****	12,165.89	292,754.53	
					GRAND TOTAL *****			304,920.42	

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: JULY 19, 2021

STAFF CONTACT: TIM McELDOWNEY, CITY ENGINEER

Agenda Item: Consider authorizing the execution of a design services agreement for the 167th Street (Center Street to Moonlight Road) improvements project

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship
Quality of Life

Department: Public Works

Staff Recommendation:

Staff recommends authorizing a design services agreement with Olsson to provide design services for 167th Street (Center Street to Moonlight Road), in an amount not to exceed \$59,043.00.

Background/Description of Item:

167th Street from Center Street to Moonlight Road is an unimproved two-lane arterial road. This road corridor has had issues with transverse cracking and base failures. To help alleviate the problem, the City applied for \$318,000 through the Johnson County CARS program for a maintenance project to fix the cracking and base failures and apply a new surface to the road.

On June 15, 2021 the City advertised a Request for Proposals to perform design services for this project and received 5 responses. A three-person panel made up of City staff selected Olsson to perform the work.

Financial Impact:

The City is responsible for funding the design of this project. The funds will come from the City's Special Highway Fund.

Attachments Included:

- Scope and Fee

Suggested Motion:

Authorize the City Administrator to execute a design services agreement with Olsson for the 167th Street (Center Street to Moonlight Road) improvements project, in an amount not to exceed \$59,043.00.

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this _____ day of _____, 20__ by and between the City of Gardner, Kansas, [hereinafter "City"], and Olsson, [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified professional engineering firm, experienced in the design of roadway and transportation projects and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for said services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from Notice to Proceed to February 11, 2022 unless a different term is specified within the Scope of Services as described on Exhibit A or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the City Council in the establishment of its annual budget.

2.0 Termination.

2.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 10 days written notice to Consultant.

2.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 13.1 (Ownership of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Consultant the reasonable value of Services rendered by Consultant prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Consultant. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.
- 2.5 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Public Works Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.
- 3.0 Scope of Services.
- 3.1 Consultant's Specified Services. The Scope of Services to be performed by Consultant under this Agreement is as described in Exhibit A to the Agreement, attached and incorporated by reference.
- 3.2 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release of liability. If City determines that any of Consultant's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with City to review the quality of work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.
- 3.3 Assigned Personnel.
- 3.3.1 Consultant shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from City.
- 3.3.2 With respect to this Agreement, the Consultant shall employ the following key personnel: Ryan Fleming, P.E.

- 3.3.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- 3.3.4 The Consultant shall designate Reid Catt as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
- 3.3.5 City shall designate Seth Gotchey as the Project Representative to represent the City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or City Council, shall be required to approve any increase in Project cost as defined in Exhibit B.

4.0 Time of Performance.

The services described herein shall be provided during the period described in this Agreement, or in accordance with the schedule, set forth in the Scope of Services.

5.0 Payment.

- 5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Exhibit B. In consideration for the full performance of the services set forth in Exhibit A, City agrees to pay Consultant pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.
- 5.2 Consultant shall bill City monthly for all work performed. The bill submitted by Consultant shall itemize the work for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.
- 5.3 All invoices should be sent to Seth Gotchey and Julie Sumner.
- 5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:
 - 1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;
 - 2) Claims of third parties against City or City's property;
 - 3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;
 - 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;

- 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
 - 6) Persistent failure to carry out the Work in accordance with this Agreement;
 - 7) Damage to City or a third party to whom City is, or may be, liable; or
 - 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.
- 5.5 City agrees to pay Consultant an amount not to exceed the sum of \$59,043.00 for performing services detailed in Exhibit A. This not to exceed amount may be increased for additional services as requested by the City and upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.
- 5.6 If a portion of Consultant's statement is disputed by City, the undisputed portion shall be paid by City by the due date. City shall advise Consultant in writing of the basis for any disputed portion of any statement.
- 5.7 See Exhibit B for Schedule of Hourly Billing Rates. These rates are effective for services rendered through the term of this Agreement and are subject to revision thereafter, with no increase in Agreement amount. These rates are applicable to any additional service beyond the scope of services specified in Exhibit A which have been agreed to by the parties through a properly written and executed change order.

6.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

7.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Consultant or any permitted subcontractors hired by Consultant, the Consultant agrees to indemnify and hold harmless the City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Consultant or its subcontractors. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

8.0 Insurance.

- 8.1 The Consultant shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following

insurance coverages as may be necessary to protect the Consultant and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- ☐ Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- ☐ Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- ☐ Professional Liability - The Consultant shall maintain Professional Liability insurance in an amount not less than \$500,000, and shall provide the City with certification thereof.

8.2 The City shall be named as additional insured on such policies, except Workers' Compensation and Professional Liability. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

8.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A or better;

AND

- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

9.0 Conflict of Interest.

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed.

10.0 Nondiscrimination.

Consultant must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Consultant further agrees that the Consultant shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

11.0 Facilities and Equipment.

Consultant shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

12.0 Accessibility.

Consultant will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Consultant shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

All documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not. Any reuse of documents prepared by Contractor/Consultant by the city on other projects not contemplated under this Agreement shall be at the City's sole risk, without liability to Contractor/Consultant.

13.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Consultant acknowledges that this Agreement along with any reports and/or records

provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

Except as otherwise authorized by the City, Consultant shall retain such documentation for a period of three (3) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

14.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Consultant shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

15.0 Compliance with Laws.

15.1 The Consultant shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.2 Pursuant to K.S.A. 16-113, if the Consultant does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Consultant shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Consultant for the awarding of the Contract.

16.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Consultant of its primary responsibility for the quality and performance of such Services.

17.0 Confidentiality.

All reports and documents prepared by Consultant in connection with the performance of this Agreement are confidential until released by City to the public. Consultant shall not

make any such documents or information available to any individual or organization not employed by Consultant or City without the written consent of City before any such release.

18.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Seth Gotchey
City of Gardner
120 E. Main St
Gardner, KS 66030

To Consultant: Ryan Fleming
Olsson, Inc.
7301 W. 133rd Street, Suite 200
Overland Park, KS 66213

19.0 Amendments.

19.1 This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.

19.2 This document may be amended only by written instrument, signed by both City and Consultant.

20.0 No Third Party Beneficiaries.

City and Consultant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

21.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

22.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

23.0 Negotiations.

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such

dispute Consultant shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

24.0 Costs and Attorney Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

25.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26.0 Authority to Enter into Agreement.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27.0 Incorporation of Appendices.

Exhibit A - Scope of Services and Exhibit B - Fees are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

29.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20__.

CITY OF GARDNER, KANSAS

CONSULTANT

(Mayor/City Administrator)



Reid Catt, Vice President

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

EXHIBIT A
SCOPE OF ENGINEERING SERVICES
FOR
167th Street (Center Street to Moonlight Road)
Mill and Overlay Project

SCOPE OF SERVICES

Consulting Engineer Responsibilities

Scope of project:

This 167th Street project from Center Street to Moonlight Road will include 2" milling and asphalt resurfacing, base and subgrade repair (as needed), pavement markings, and ditch grading. Other items that could be included depending on field assessment are: concrete curb and gutter replacement, concrete sidewalk replacement, ADA ramps.

The project will include survey of existing conditions, utility coordination, cost estimates, developing construction plans in accordance with Gardner specifications, assistance with bidding of project for construction, and assistance as needed throughout construction.

A field walk through of the project will help determine limits of removals and any other concerns. The design will be completed using aerial photogrammetric drone survey supplemented by base mapping from AIMS data.

Task 1. Data Collection

- 1.1** Request a digital topographic map and AIMS base-mapping obtained from the City of Gardner with the project area consisting of a one (1) foot contour interval and 1" = 50' scale for mill & overlay improvements.
- 1.2** Aerial Photogrammetric Drone Survey
 - A. Set approximately twenty (20) targets for control.
 - B. Complete drone orthophotos for approximately 1 mile by 300 feet swath with approximately one-half inch pixel resolution utilizing dragonfly drone.
 - C. Post-flight processing and delivery.
- 1.3** Topographic Survey
 - A. Locate section corners and set control to tie into Drone Survey, and for plan reference.
 - B. Complete necessary hard shots to supplement drone survey for ADA tie-ins, storm system modifications, shared-use path, etc. We have included an allowance of 1 day of field and office work for supplemental topography shots.
- 1.4** Geotechnical Exploration
 - A. Olsson to contact Kansas One Call to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.
 - B. We do not anticipate needed traffic control, however, if required, traffic control, city

and/or state right-of-way occupation permitting, street use permitting, etc. are not included in this scope of work.

- C. We propose to use a pavement core attached to a truck-mounted drill rig or by the use of hand equipment to complete ten (10) pavement cores equally spaced along the roadway.
- D. A geotechnical engineering letter will be prepared under the direction of a registered professional engineer based on the findings of the field program. The report will include a boring location plan and photographs of the pavement cores.

Task 2. Preliminary Design

2.1 Design

- A. Develop design criteria for the project and discuss with the City.
- B. Perform field walk through with city staff to determine locations of replacements of other items besides the milling and overlay.
- C. Prepare base map at a scale of 1"= 50'.

2.2 Develop preliminary plans (standard details will be provided electronically by the City):

- A. Cover sheet
- B. Typical Sections
- C. Pavement Design (City provided)
- D. Plan Sheets
 - 1. Plan Scale 1"=50'
- E. Preliminary Pavement Marking and Signing.
- F. Preliminary Traffic Control: City standard detail sheets
- G. QA/QC
- H. Preliminary cost estimate shall be furnished based on the experience and qualifications of the consulting engineer/architect's best judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City if, in its opinion, the amount budgeted for construction is not sufficient to adequately design and construct the improvement requested.

2.3 Submit three (3) half-size sets of preliminary plans to City for review. Meet with the City at the time of delivery to discuss project and point out any concerns that may have resulted from data collection, design, etc.

2.4 Submit one (1) half-size set of preliminary plans to each utility company for preparation and coordination with utility companies for any relocations, if necessary.

2.5 Field Check to be performed with representatives of the Consulting Engineer and the City at the project site with appropriate detailed plans.

Task 3. Final Design

3.1 Prepare detailed plans and specifications.

- A. Cover sheet
- B. Typical sections
- C. Pavement design (City provided)
- D. Quantity Summary Tables
- E. Plan Sheets (Scale as stated in Preliminary Design)
- F. Intersection Details;
 - 1. Ramp locations
 - 2. ADA plan and details
- G. Pavement Marking and Signing
- H. Traffic Control Standard Details

- I. Address comments from the City
- J. QA/QC

3.2 Submit three (3) half-size sets of final plans to City for review.

Task 4. PS&E

- 4.1 Provide a detailed opinion of probable cost (including appropriate contingency).
- 4.2 Provide 90% plans and cost opinion to City for review.
- 4.3 Upon receipt of City comments on 90% submittal, make necessary modifications and furnish eight (8) sealed copies of final plans and specifications.
 - A. Plan sets will be provided as follows:
 - half-size (11" X 17") – six (6) sets
 - full-size (22" X 34") – two (2) sets
 - B. These plans are to be provided at no additional cost and are separate from those sold to prospective bidders.
- 4.4 Address final comments and meet with the City at the time of the completion of final plans.

Task 5. Project Manual

- 5.1 Assist city with defining items for bidding.

Task 6. Bidding

- 6.1 Prepare written addenda to the bidding documents as required and/or requested.
- 6.2 Consult with and advise the City as to the acceptability of substitute materials and Equipment when substitution prior to the award of the contract is allowed in the bidding documents.
- 6.3 Assist the City in analyzing bids and making recommendation for award of the construction contractor.
- 6.4 Input engineer's estimate into Public Purchase.

Task 7. Construction Services

- 7.1 Review Shop Drawings and Construction Submittals as required.
- 7.2 Be available for discussion and consultation during the construction phase.
Construction observation will be the responsibility of the City.
- 7.3 Prepare final record drawings which reflect:
 - A. All change orders.
 - B. Minor design changes.
 - C. Changes made in the field by City representatives that are marked on the plan set. Submit updated PDF images.
- 7.4 Prepare plan revisions as necessitated by conditions encountered in the field during construction except for traffic control plans.

Task 8. Expenses

- 8.1 The City shall compensate the Consultant for direct expenses due to printing, media, presentation boards, mounting, postage, mileage, survey materials, long distance phone calls, etc. The fee provided for this task has been estimated. If the final expense cost surpasses the estimated cost, the client will reimburse the difference.

City Responsibilities

1. The City shall provide AIMS mapping and aerial photography and record drawings of each corridor if available.
2. The City shall be responsible for all mailings informing the public of surveying, upcoming construction, etc.

Exclusions

1. Construction staking or construction observation, inspection, and testing.
2. Acquisition services (property legal descriptions and tract map exhibits).
3. Land acquisition or appraisal proceedings.
4. Landscaping or irrigation design.
5. Utility relocation such as waterline, gas, power, communications, etc.
6. Permitting fees (if any).
7. Structural design services/calculations, including special inlet structures, retaining walls, global stability, and foundation design.
8. Geotechnical Services
9. Lighting design.

MAN-HOUR ESTIMATE - 167th Street (Center Street to Moonlight Road)																			
	Hourly Rate	\$190.00	\$159.00	\$134.00	\$120.00	\$101.00	\$91.00	\$87.00	\$124.00	\$118.00	\$150.00	\$160.00	\$120.00	\$150.00	\$110.00	\$89.00			
Task No.	Description of Work Items / Tasks	PM/SE	SPE	Proj Eng	PE	AE	Tech	Assoc. Tech	Geo Eng	LA	UAV Op	SRVY (2 MC)	SRVY (1 MC)	Sen SVY	SVY Tech	Admin	Total Manhours	Total Labor Fee	Subtotal
1	Data Collection																		
	Prepare Base Maps												9	2	3		14	\$1,710	\$1,710.00
	Drone Photogrammetric Survey													15	3		18	\$2,580	\$2,580.00
	Supplemental Topographic Survey											8			8		16	\$2,160	\$2,160.00
	Geotechnical Exploration		2				8	12									22	\$2,090	\$2,090.00
		0	2	0	0	0	8	12	0	0	0	8	9	17	14	0	70		\$8,540.00
2	Preliminary Design																		
	Project Management	12															12	\$2,280	\$2,280.00
	Prelim Project Walk Through	5				5		5									15	\$1,890	\$1,890.00
	Prelim Design Plans																		
	Front End Plans (Cover, Typicals, Details, etc.)	3				12	12										27	\$2,874	\$2,874.00
	Roadway Plan Sheets	6				24	28	20									78	\$7,852	\$7,852.00
	Pavement Marking Plan			3		7	14										24	\$2,383	\$2,383.00
	Traffic Control Details			1		2	8										11	\$1,064	\$1,064.00
	QA/QC	3				4											7	\$974	\$974.00
	Preliminary Cost Estimate/Quantities	2				5		5									12	\$1,320	\$1,320.00
	Plan Submission							4									4	\$348	\$348.00
	Utility Coordination	4				4											8	\$1,164	\$1,164.00
		35	0	4	0	63	62	34	0	0	0	0	0	0	0	0	198		\$22,149.00
3	Final Design																		
	Project Management	8															8	\$1,520	\$1,520.00
	Detailed Finals Plans & Specs																		
	Plan Revisions based on Prelim comments	3				12		12									27	\$2,826	\$2,826.00
	Plan Sheets	4				16		16									36	\$3,768	\$3,768.00
	Intersection, Ramp Details/Design, ADA Plan/Details	2				4		8									14	\$1,480	\$1,480.00
	Pavement Marking Plan			2		5	10										17	\$1,683	\$1,683.00
	Traffic Control Details			1		2	6										9	\$882	\$882.00
	Probable Costs and Quantities	1				4		4									9	\$942	\$942.00
	QA/QC	2															2	\$380	\$380.00
	Plan Submission and Revisions based on comments	2				6		8									16	\$1,682	\$1,682.00
		22	0	3	0	49	16	48	0	0	0	0	0	0	0	0	138		\$15,163.00
4	PS&E																		
	Probable Costs	4				6		6									16	\$1,888	\$1,888.00
	Plan & Cost for City Review					5		10									15	\$1,375	\$1,375.00
		4	0	0	0	11	0	16	0	0	0	0	0	0	0	0	31		\$3,263.00
5	Project Manual																		
	Assist City Defining Bid Items	4				4											8	\$1,164	\$1,164.00
		4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	8		\$1,164.00
6	Bidding																		
	Bidding Docs	4				4		4									12	\$1,512	\$1,512.00
	Answer Bidding Questions	2				2											4	\$582	\$582.00
	Assist in Analyzing Bids	2				2		2									6	\$756	\$756.00
		8	0	0	0	8	0	6	0	0	0	0	0	0	0	0	22		\$2,850.00
7	Construction Services																		
	Shop Drawings & Submittals	2				2											4	\$582	\$582.00
	Construction Questions and Meetings	1				4											5	\$594	\$594.00
	Prepare Final Record Drawings	1				2		6									9	\$914	\$914.00
	Plan Revisions	1				2		6									9	\$914	\$914.00
		5	0	0	0	10	0	12	0	0	0	0	0	0	0	0	27		\$3,004.00
	Total Manhours	78	2	7	0	145	86	128	0	0	0	8	9	17	14	0	494		
	Total Labor, OH & Profit	\$14,820	\$318	\$938	\$0	\$14,645	\$7,826	\$11,136	\$0	\$0	\$0	\$1,280	\$1,080	\$2,550	\$1,540	\$0		\$56,133	\$56,133.00
	Total Labor, OH, Profit & Expenses	\$14,820	\$318	\$938	\$0	\$14,645	\$7,826	\$11,136	\$0	\$0	\$0	\$1,280	\$1,080	\$2,550	\$1,540	\$0			\$59,043.00

EXPENSES	
Travel, mile (car)	\$360
Plots (Full and Half Size)	\$720
Misc Exp (Copies, Mailings, Reports)	\$300
UAV Equipment	\$500
Total Expenses	\$1,880

GEOTECHNICAL EXPENSES	
Travel, mile (car)	\$280
Core Machine x 10 holes	\$500
Asphalt Patch x 10 holes	\$250
Total Geotechnical Expenses	\$1,030

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 1

MEETING DATE: JULY 19, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Discussion Item: Consider an ordinance approving and adopting a second amended redevelopment project plan for a redevelopment district in the City of Gardner, Kansas (Main Street Market Place Redevelopment District, Project Area 1), and amending Ordinance Nos. 2602 and 2685 of the City

Strategic Priority: Promote Economic Development; Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends adopting an ordinance approving and adopting a second amended redevelopment project plan for a redevelopment district in the City of Gardner, Kansas (Main Street Market Place Redevelopment District, Project Area 1), and amending Ordinance Nos. 2602 and 2685 of the City.

Background/Description of Item:

The purpose of the amendment is to expand the Main Street Market Place TIF Project Plan Area 1 boundaries to include the entirety of the Freddy's property. A portion of the Freddy's property is currently in Project Area 1, but the southwest portion of the property is located outside the project area. The proposed amendment to the TIF Project Plan would add this southwest portion of the Freddy's site so that the entire Freddy's property is included in Project Area 1.

Bond Counsel Ellsworth will be available at the City Council meeting to answer any questions from the Governing Body.

Attachments:

- Ordinance No. 2711
- Second Amended Redevelopment Project Plan for Project Area 1
- Updated Feasibility Study

Suggested Motion:

Adopt Ordinance No. 2711, approving and adopting a second amended redevelopment project plan for a redevelopment district in the City of Gardner, Kansas (Main Street Market Place Redevelopment District, Project Area 1), and amending Ordinance Nos. 2602 and 2685 of the City.

ORDINANCE NO. 2711

AN ORDINANCE APPROVING AND ADOPTING A SECOND AMENDED REDEVELOPMENT PROJECT PLAN FOR A REDEVELOPMENT DISTRICT IN THE CITY OF GARDNER, KANSAS (MAIN STREET MARKET PLACE REDEVELOPMENT DISTRICT, PROJECT AREA 1), AND AMENDING ORDINANCE NOS. 2602 AND 2685 OF THE CITY.

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), and Ordinance No. 2588 (as amended, the “TIF District Ordinance”), of the City of Gardner, Kansas (the “City”), and in order to promote, stimulate and develop the general and economic welfare of the City, the Governing Body of the City established a redevelopment district known as the “Main Street Market Place TIF Redevelopment District” (the “Original Redevelopment District”);

WHEREAS, pursuant to the Act, Ordinance Nos. 2602 and 2685 of the City, passed on February 18, 2019, and December 7, 2020, respectively, the Governing Body of the City approved and amended a redevelopment project plan (as amended, the “Original Project Plan”) for the redevelopment of a portion of the Original Redevelopment District referred to as Project Area 1 (the “Original Project Area 1”);

WHEREAS, the City and Group Gardner, LLC (the “Developer”), the Developer of the Original Project Area 1, have agreed to add certain property (the “Additional Area”) to the Original Redevelopment District, and by Ordinance No. 2704, passed on June 7, 2021, have added such Additional Area to the Original Redevelopment District (the Original Redevelopment District, together with the Additional Area, is referred to as the “Redevelopment District”);

WHEREAS, the City and the Developer have further agreed to consider an amendment to the Original Project Plan (as amended, the “Project Plan”) to add the Additional Area to the Original Project Area 1 (as amended, “Project Area 1”) as described on *Exhibit A* attached hereto;

WHEREAS, while the Project Plan does not differ substantially from the intended purpose for which the Original Project Plan was approved, the City has nonetheless conducted a public hearing to consider approval and adoption of the Project Plan following publication of two notices thereof in the official City newspaper; and

WHEREAS, an amended comprehensive feasibility study has been completed which:

- (a) indicates that the benefits, tax increment revenue and other available revenues under K.S.A. 12-1774(a)(1) expected to be derived from the redevelopment project described in the Project Plan are expected to exceed or be sufficient to pay for the redevelopment project costs; and
- (b) shows the effect, if any, the redevelopment project costs for the Project Plan will have on any outstanding special obligation bonds payable from the revenues described in K.S.A. 12-1774(a)(1)(D);

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

Section 1. Pursuant to the Act, the Governing Body of the City finds and determines that the Project Plan does not constitute a substantial change to the intended purpose of the Original Project Plan.

Section 2. Pursuant to the Act, the Project Plan on file in the office of the City Clerk for the Redevelopment District established by the TIF District Ordinance is hereby approved and adopted.

Section 3. In accordance with the Act, following publication of this Ordinance, the City Clerk is authorized and directed to send a copy of the description of the land within the Redevelopment District, a copy of this Ordinance and a map indicating the boundaries of the Redevelopment District to the County Clerk, County Assessor, County Treasurer and Board of County Commissioners of Johnson County, Kansas, and the Board of Education of Unified School District No. 231, Johnson County, Kansas (Gardner Edgerton).

Section 4. The City is hereby authorized to enter into and the Mayor and City Clerk are hereby authorized and directed to execute, seal, attest and deliver such other documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City.

Section 5. Ordinance Nos. 2602 and 2685 of the City, passed on January 22, 2019, and December 7, 2020, respectively, are hereby amended to the extent necessary to give effect to this Ordinance.

Section 6. This Ordinance shall be in full force and effect from and after its passage by the Governing Body of the City and publication once in the official City newspaper.

PASSED by a two-thirds vote of the Governing Body of the City and approved by the Mayor on July 19, 2021.

CITY OF GARDNER, KANSAS

(Seal)

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT AREA 1

LOTS 1 AND 2, MAIN STREET MARKET PLACE, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

TOGETHER WITH:

LOT 46, WHITE ACRES, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.

**SECOND AMENDED REDEVELOPMENT TIF PROJECT PLAN
MAIN STREET MARKET PLACE
TIF REDEVELOPMENT DISTRICT, PROJECT AREA 1**

In order to promote, stimulate and develop the general and economic welfare of the City of Gardner, Kansas (the “City”), the Governing Body of the City on October 15, 2018, passed Ordinance No. 2588 (the “TIF District Ordinance”) establishing a redevelopment district (the “District”) pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”). The Governing Body of the City passed Ordinance Nos. 2602 and 2685 on February 18, 2019, and December 7, 2020, respectively, approving and amending a Redevelopment Project Plan for Project Area 1 within the District (as amended, the “Original Project Plan”). The City is currently considering proceedings to add certain property (the “Additional Area”) to the District.

This plan is the second amended redevelopment project plan for the Main Street Market Place TIF Redevelopment District, Project Area 1 (as amended herein, the “Project Plan”), located within the District. Once the Additional Area is added to the District, this Project Plan amends the Original Project Plan by incorporating the Additional Area into Project Area 1 as described on the attached ***Exhibit A*** (as so described, the “Proposed Project Area 1”). This Project Plan sets forth the information required by K.S.A. 12-1772, as amended, as follows:

1. **Description of the Buildings and Facilities proposed to be Constructed or Improved.** The Project Plan includes the design, development and construction of: (a) a new grocery store of approximately 60,000 square feet; (b) two pad sites to accommodate approximately 7,000 square feet of retail/restaurant use; (c) site improvements; and (d) public improvements, including utility relocations, an access drive, new turn lanes along Main Street, and a new traffic signal. (The herein referenced buildings and improvements are referred to collectively as the “Redevelopment Project”). The Redevelopment Project will be constructed and improved in accordance with the requirements of the City Planning Commission, the City’s Governing Body and City ordinances.

2. **Summary of the Feasibility Study.** As required by the Act, a feasibility study (the “Feasibility Study”) was prepared by Ehlers, Inc. based on projections and estimates. Based on the Feasibility Study, the City anticipates the tax increment from the Proposed Project Area 1 will generate approximately \$2,566,000 in tax increment revenue (on a present value basis over a maximum 12-year period), all or a portion of which will be available to pay Redevelopment Project costs pursuant to the District Plan (as defined herein), the Act, and the terms of a development agreement, as amended, between the City and the developer of the Redevelopment Project. All Redevelopment Project costs in excess of available tax increment revenues, including tax increment contributed from Project Area 2 in the approximate amount of \$1,276,000 (on a present value basis over a maximum 12-year period), will be paid by the developer or from other available funds. The Redevelopment Project’s benefits and tax increment revenue and other available revenues under subsection (a)(1) of K.S.A. 12-1774, as amended, are expected to exceed or be sufficient to pay for the Redevelopment Project costs. The City is under no obligation to provide financial assistance if the tax increment generated from the Proposed Project Area 1, plus the tax increment contributed from Project Area 2, does not meet the projections. The entire Feasibility Study is on file with the City Clerk.

There are no outstanding special obligation tax increment bonds for the District and, therefore, the Redevelopment Project costs are not expected to have any effect on outstanding special obligation tax increment bonds payable from revenues described in subsection (a)(1)(D) of K.S.A. 12-1774, as amended.

3. **Redevelopment District Plan and Location of the District.** The TIF District Ordinance established the District and approved the district plan described therein (as may be amended, the “District Plan”). The District is generally located at the northwest corner of E. Main Street and N. Moonlight Road within the City.

4. **Legal Description and Map of Proposed Project Area 1.** A legal description of Proposed Project Area 1, including the Additional Area, is attached as *Exhibit A*. A map of the District, with Proposed Project Area 1 labeled as “PROPOSED PROJECT AREA 1” and outlined in bold thereon, is attached as *Exhibit B*. The Additional Area is shown as cross-hatched.

5. **Relocation Assistance Plan.** In the event the City acquires any real property within Proposed Project Area 1 in carrying out the provisions of the Act, and that, as a result, any persons, families and businesses move from real property located in Proposed Project Area 1 or move personal property from real property located in Proposed Project Area 1, the developer of Proposed Project Area 1 shall make at least a \$500 payment to such persons, families and businesses. No persons or families residing in the District shall be displaced unless and until there is a suitable housing unit available and ready for occupancy by such displaced person or family at rents within their ability to pay. Such housing units shall be suitable to the needs of such displaced persons or families and must be decent, safe, sanitary and otherwise standard dwelling. No retailer shall be relocated from the District. Notwithstanding the foregoing, the City does not anticipate relocation of any persons, families or businesses in connection with the Redevelopment Project.

6. **Other Relevant Information.**

a. Any reimbursement for Redevelopment Project costs will be made only from tax increment actually received by the City from the District in accordance with the Act. The City will have no responsibility for reimbursing any other Redevelopment Project costs.

b. Prior to any reimbursement to private entities for Redevelopment Project costs, such entities shall enter into one or more development agreements with the City identifying the procedure and circumstances under which the City will pay or reimburse Redevelopment Project costs and other requirements of the City pertaining to the development of Proposed Project Area 1 and the District.

c. It is expected that the City will reimburse the developer on a pay-as-you-go basis for that portion and amount of the Redevelopment Project costs agreed upon by the City; provided, however, that the City may consider, in its discretion, the issuance of special obligation tax increment bonds.

EXHIBIT A

PROPOSED PROJECT AREA 1 LEGAL DESCRIPTION

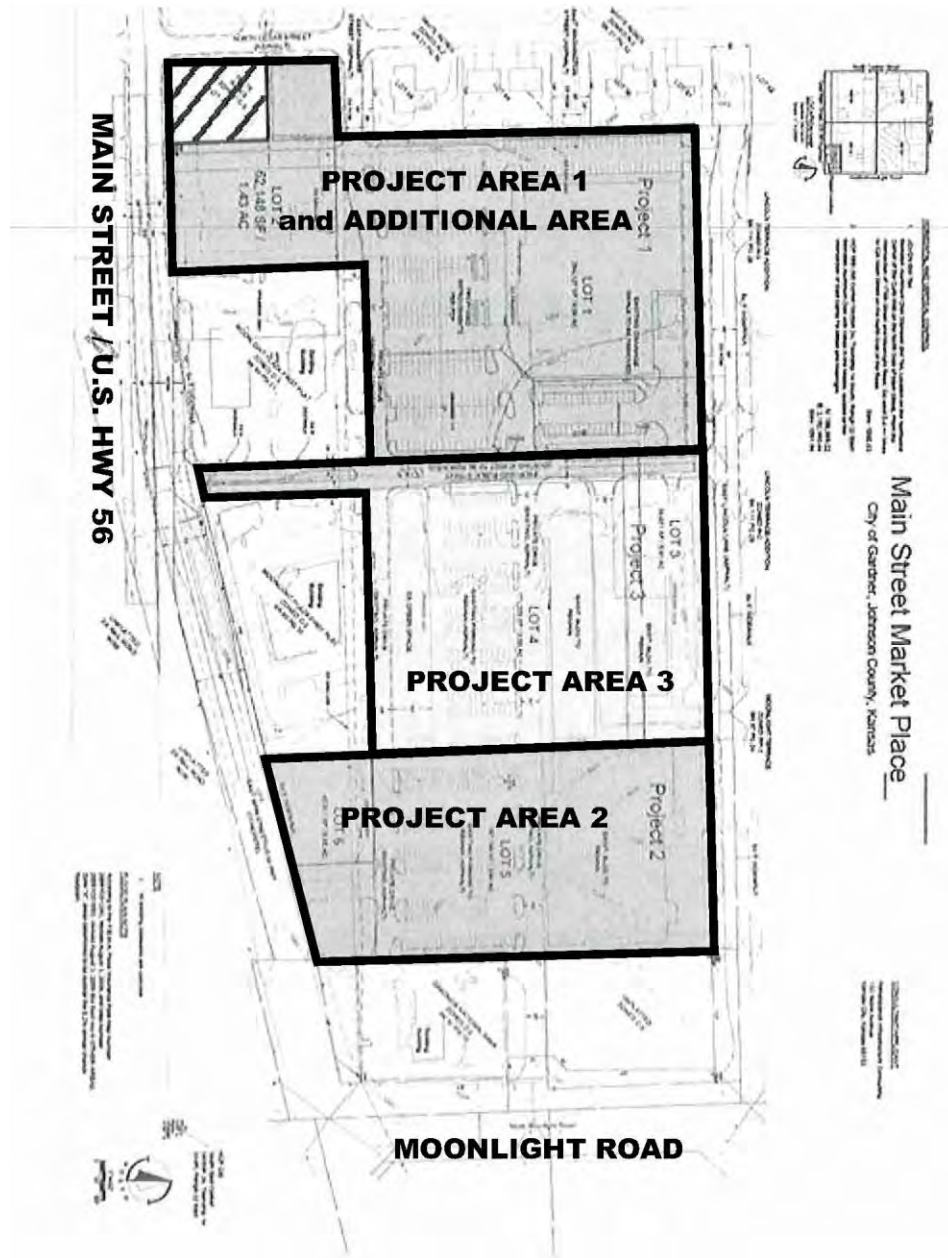
LOTS 1 AND 2, MAIN STREET MARKET PLACE, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

TOGETHER WITH:

LOT 46, WHITE ACRES, A SUBDIVISION IN THE CITY OF GARDNER, JOHNSON COUNTY, KANSAS.

EXHIBIT B

PROPOSED PROJECT AREA 1 MAP (the Additional Area is shown as cross-hatched)





Report

To: City of Gardner, Kansas
From: Bruce Kimmel, Senior Financial Advisor
Date: May 18, 2021
Subject: Updated Feasibility Study for Main Street Market Place TIF Project #1

The City of Gardner (the “City”) has requested that Ehlers prepare this update to the feasibility study for the Main Street Market Place TIF Redevelopment Project #1, which was summarized in the TIF Project Plan and Amended TIF Project Plan approved by the City Council on February 18, 2019 and December 7, 2020, respectively. This updated study reflects the proposed addition of a parcel to the TIF District and Project.

In addition, the City anticipates receiving a portion of annual TIF revenues to reimburse itself for planned traffic signal improvements. This City reimbursement would be pro-rata with reimbursements to the Developer, as described below. Note that Ehlers has not changed the study to provide full details of this expected pro-rata split of annual TIF revenues between the City and Developer, nor the current state of the Project itself.

All new and/or revised information in the study that follows is **shaded in blue**.

Introduction

Main Street Market Place TIF Redevelopment Project #1 consists of **six** of the **ten** parcels located between North Moonlight Road, East Main Street, North Cedar Street, and Lincoln Lane in Gardner. In this area, Super Market Developers (the “Developer”) proposes to build a new PriceChopper supermarket and pharmacy of approximately 62,500 square feet, install related public and site improvements, including stormwater drainage, and prepare **pad sites for approximately 7,000 square feet** of ancillary retail development (collectively, the “Project”).

The Developer is a wholly-owned subsidiary of Associated Wholesale Grocers (“AWG”), a retailer-owned cooperative serving more than 2,300 member stores. The Developer buys, sells, develops, and leases real estate in connection with grocery and retail center uses. The Developer intends to build the Project supermarket and then sell it to the grocery retailer that proposes to own and operate the Project supermarket.

The Developer proposes to complete the Project supermarket, as well as most public and site improvements in a first phase to begin in early 2019 and be completed by the spring of 2020. The Developer states that the timing of the adjacent retail development

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will hinge on the sale of the pad sites to a third-party developer but expects it to begin in the spring of 2021 and be completed by the spring of 2022.

The Kansas TIF Act (K.S.A. 12-1770 et seq., the “Act”) requires a feasibility study to be completed as part of the process of establishing a redevelopment project. Specifically, the feasibility study must include a cost-benefit analysis demonstrating whether the “project’s benefits and tax increment revenue and other available revenues...are expected to exceed or be sufficient to pay for the redevelopment...project costs” and must also include several other elements as described in (k) of K.S.A. 12-1770a.

Description of the Project

The Project consists of acquiring the six parcels described below and constructing a new supermarket, ancillary retail center, paved and lighted parking areas and internal traffic lanes, other site infrastructure, and improvements to adjacent public infrastructure serving the Project, including a new traffic signal on East Main Street.

The Developer has negotiated real estate contracts to acquire the development parcels at an indicated total price of \$2.5 million and has estimated a supermarket development cost (including land acquisition) of approximately \$12.7 million. The Developer expects to use AWG equity to fund all development costs, and that the grocery retailer will then use long-term debt to purchase the store from the Developer. Supermarket equipment, fixtures, and inventory will be funded via separate arrangements.

The \$12.7 million estimated Project cost notwithstanding, the Developer estimates, and Ehlers agrees based on our own experience, that the new supermarket likely will have a completed appraised value closer to \$8.5 million, calculated at \$136 per square foot for the 62,500 square foot building. With a final appraised value of \$8.5 million, the Kansas statutory commercial property classification rate of 25%, and assuming a continuation of the 168.043 mill overall property tax rate that is currently applicable to the development parcels, the supermarket will pay roughly \$357,100 in total annual property taxes.

In addition, the adjacent retail pad site development in Project #1 is expected to have a final appraised value of \$2.8 million, calculated at \$400 per square foot for the proposed 7,000 square feet of pad site buildings. As such, these buildings are expected to pay roughly \$117,600 in annual property taxes, bringing total annual property taxes generated in the Project area to \$474,700.

The Developer has stated that, absent TIF assistance, the store purchase price and the related annual debt service burden would make the store financially unviable. In other words, the store requires a price reduction – funded via TIF reimbursement for specified Project costs – in order to bring its future debt service costs in line with its expected grocery sales volume and net operating costs.

With the stated goal of making the grocery operator’s effective building lease rate (i.e. estimated annual debt service divided by store square footage) economically feasible, the Developer has asked the City to use property tax increment financing (property TIF)

to reimburse a portion of the eligible new property taxes generated by the Project over twelve years (Assess 2019 / Fiscal 2020 through Assess 2030 / Fiscal 2031), up to a maximum principal balance of \$2.1 million, on a “pay-as-you-go” basis.

In addition, the Developer has asked the City to designate a portion of the property TIF generated from the redevelopment of the existing PriceChopper store and development of an ancillary restaurant use (designated as Project #2) as “other available revenue” for the Project. Over the same 12-year period as above, the City would use property TIF generated from Project #2 to reimburse an additional \$1.1 million of Project #1 costs, bringing the total maximum pay-as-you-go TIF property reimbursement to \$3.2 million.

This total does not include interest payments that the City would also make during the pay-as-you-go reimbursement term, which the City expects to be a 11-year span starting July 1, 2020 (after the new PriceChopper is complete and TIF-eligible costs have been certified) and ending no later than June 30, 2031. The City expects Pay-Go interest to accrue at an annual interest rate of 5.50%, beginning July 1, 2020 or the date on which TIF-eligible costs equal to the \$3.2 million maximum amount have been certified, whichever is later.

In summary, TIF reimbursements will end as soon as the \$3.2 million maximum cost reimbursement is reached, or after twelve Project years (and eleven pay-as-you-go payment years) have elapsed as of June 30, 2031, whichever occurs first.

The City will use a portion of the property TIF generated in Projects #1 and 2 over the same 12-year period as above, to reimburse itself for traffic signal improvements with a cost not to exceed \$300,000. This total does not include interest payments that the City expects to receive in a pay-as-you-go arrangement identical to the Developer's.

The City has not offered to make the sales tax increment generated by the Project available to reimburse Project costs, and the Developer is not requesting the issuance of TIF Bonds for the Project.

Other components of the Developer's request to the City are (a) establishment of a 1.0% Community Improvement District (CID) sales tax rate for 22 years across the entire Main Street Market Place development, (b) City issuance of Special Obligation CID Bonds, and (c) City issuance of industrial revenue bonds (IRBs) to provide sales tax exemptions on building materials, fixtures, and equipment. None of these proposed City incentive mechanisms are required to be addressed in this study.

Estimated Project Expense

The total estimated cost to complete the Project, as described above, is \$12.7 million. Under the Act, all Project expenses other than building construction costs and certain consultants' fees are “Eligible Redevelopment Project Costs” that may be financed or reimbursed with tax increment. The Developer has identified in excess of \$6.5 million of TIF-eligible costs, and as noted above, has asked for property TIF reimbursement of \$3.2 million of public and site improvements costs in Project #1.

In addition, the City anticipates property TIF reimbursement of up to \$300,000 in traffic signal expenses, with the improvements occurring immediately adjacent to Projects #1 and 2. This brings the total proposed TIF reimbursement to \$3,500,000.

Estimated Property TIF

The Project will generate *ad valorem* property tax increment from the differential in the parcels' assessed values from 2018, the year in which the TIF District was established, and 2022, the year in which the full completed value of the Project is expected to be recorded for property taxation purposes. The existing "base" values of the Project parcels are as follows:

PID	Assessed Value
CP99000000 0047	32,743
CP35500000 0001	171,868
CF221424-4009	96
CP65500000 0001	43,558
CF221424-4020	49,798
CP07000000 0001	45,960
Total Base Assessed Value	344,023

The estimated completed assessed values of the Project (i.e. completed appraised values times the 25% commercial classification rate), and the future value captured by the TIF District and available for use within the Project, are as follows:

	Assessed Value
New PriceChopper	2,125,000
Retail Uses - Lots 2 and 46	700,000
Total Estimated Value	2,825,000
TIF-Captured Assessed Value	2,480,977

The Pay 2018 property tax mill rates – in total and TIF-eligible (excluding 28 mills of the School District's 66.981 mill rate and the State's 1.5 mill rate) – that are applicable to the Project are as follows:

	All Mill Rates	TIF-Eligible
State (sub 1.5 mills)	1.500	-
County	19.318	19.318
College	9.503	9.503
Park	31.120	31.120
City of Gardner	20.540	20.540
School (sub 28 mills)	66.981	38.981
Fire	15.160	15.160
Library	3.921	3.921
Total	168.043	138.543

The estimated annual tax increment generated by the Project, therefore, is calculated:

Captured Assessed Value			2,480,977
times TIF-Eligible Mill Rate		×	138.543
divided by 1,000		÷	1,000
Gross TIF Increment		=	343,722

Ehlers believes it is reasonable to estimate that the Captured Assessed Value of the supermarket and ancillary retail center in Project #1 and therefore the Gross Tax Increment will increase by an average of 1% annually. This inflation projection assumes the TIF-eligible property tax rates totaling 138.543 mills will remain stable.

Estimated annual and present value property tax increments over the maximum 12-year term of Project #1 (Assess 2019 / Fiscal 2020 through Assess 2030 / Fiscal 2031), therefore, are as follows:

Project #1 TIF Table Updated

TIF Year	Assessment Year and Est. Valuation	Fiscal Year	Est. Annual Payments	Est. Cumulative Present Value
0	2018 - Base	2019	-	-
1	2019 - Nominal	2020	-	-
2	2020 - Partial	2021	187,861	168,784
3	2021 - Partial	2022	324,326	444,985
4	2022 - Full	2023	343,722	722,443
5	2023 - 1% Inflate	2024	347,636	988,431
6	2024 - 1% Inflate	2025	351,589	1,243,419
7	2025 - 1% Inflate	2026	355,581	1,487,859
8	2026 - 1% Inflate	2027	359,614	1,722,183
9	2027 - 1% Inflate	2028	363,687	1,946,806
10	2028 - 1% Inflate	2029	367,800	2,162,128
11	2029 - 1% Inflate	2030	371,955	2,368,529
12	2030 - 1% Inflate	2031	376,151	2,566,378

If Project #1's actual completed assessed value is higher or lower than the estimated \$2,825,000, or if it increases or decreases from the initial assessment, the Project's Pay-Go TIF capacity will differ from the above projection.

Estimated annual and present value property tax increments over the maximum 12-year term of Project #2 (Assess 2019 / Fiscal 2020 through Assess 2030 / Fiscal 2031), serving as an additional TIF funding source for Project #1, are as follows:

Project #2 TIF Table Updated

<u>TIF Year</u>	<u>Assessment Year and Est. Valuation</u>	<u>Fiscal Year</u>	<u>Est. Annual Payments</u>	<u>Est. Cumulative Present Value</u>
0	2018 - Base	2019	-	-
1	2019 - Nominal	2020	-	-
2	2020 - Partial	2021	-	-
3	2021 - Partial	2022	135,870	115,709
4	2022 - Full	2023	184,360	264,527
5	2023 - 1% Inflate	2024	187,477	407,972
6	2024 - 1% Inflate	2025	190,626	546,223
7	2025 - 1% Inflate	2026	193,805	679,452
8	2026 - 1% Inflate	2027	197,017	807,828
9	2027 - 1% Inflate	2028	200,261	931,515
10	2028 - 1% Inflate	2029	203,537	1,050,672
11	2029 - 1% Inflate	2030	206,846	1,165,453
12	2030 - 1% Inflate	2031	210,188	1,276,008

If Project #2's actual completed assessed value is higher or lower than the estimated \$2,250,000, or if it increases or decreases from the initial assessment, the Project's Pay-Go TIF capacity will differ from the above projection.

Looking at Projects #1 and 2 together, the estimated annual tax increments in the first twelve Project years (eleven years following completion of supermarket construction) of Assess 2019 / Fiscal 2020 through Assess 2030 / Fiscal 2031 are as follows – with a combined pay-as-you-go TIF capacity in excess of **\$3.8 million:**

Projects 1 & 2 TIF Table Updated

<u>TIF Year</u>	<u>Assessment Year and Est. Valuation</u>	<u>Fiscal Year</u>	<u>Est. Annual Payments</u>	<u>Est. Cumulative Present Value</u>
0	2018 - Base	2019	-	-
1	2019 - Nominal	2020	-	-
2	2020 - Partial	2021	187,861	168,784
3	2021 - Partial	2022	460,196	560,693
4	2022 - Full	2023	528,082	986,970
5	2023 - 1% Inflate	2024	535,113	1,396,403
6	2024 - 1% Inflate	2025	542,214	1,789,642
7	2025 - 1% Inflate	2026	549,387	2,167,311
8	2026 - 1% Inflate	2027	556,631	2,530,011
9	2027 - 1% Inflate	2028	563,947	2,878,321
10	2028 - 1% Inflate	2029	571,337	3,212,800
11	2029 - 1% Inflate	2030	578,801	3,533,982
12	2030 - 1% Inflate	2031	586,339	3,842,386

Summary of Expenses and Revenues

Based on the estimated Project expense and property TIF revenue, as described in the preceding sections, the net TIF payments will be sufficient to pay the Project costs as contemplated under the Act, when supplemented with Developer debt and equity.

Effect on Special Obligation Bonds

No impact on special obligation bonds payable from revenues described in (a)(1)(D) of K.S.A. 12-1774 and amendments thereto is anticipated.

Contribution to Economic Development

The Project will provide significant economic development for the City by, among other things, creating substantial business activity on previously under-utilized parcels located in a commercial area of the City. Although the Project, in part, will replace an existing supermarket, the larger, more visible, and higher-quality development is expected to attract greater economic activity than does the existing facility. As such, the Project should be a long-term driver of sales and property tax revenues for the City, as well as employment. These benefits derived from the Project will exceed any costs thereof.

Local Sales and Use Taxes

The Project will not capture or use the local sales and use taxes generated by the development, and so these revenues will flow to the City.

Estimated Principal and Interest Schedule

While no TIF Bonds have been requested or proposed from property tax increments generated in Project #1, the City expects to make annual pay-as-you-go payments ranging from approximately \$190,000 to **\$380,000**, up to a maximum principal amount of \$2.3 million (not including interest payments) over a maximum Project term of twelve years and concluding no later than June 30, 2031.

While no TIF Bonds have been requested or proposed from property tax increments generated in Project #2, the City expects to make annual pay-as-you-go payments ranging from approximately \$140,000 to \$210,000, up to a maximum principal amount of \$1.2 million (not including interest payments) over a maximum Project term of twelve years and concluding no later than June 30, 2031.

While no TIF Bonds have been requested or proposed, from property tax increments generated in Projects #1 and 2 combined, the City expects to make annual pay-as-you-go payments ranging from approximately \$190,000 to **\$590,000**, up to a maximum principal amount of \$3.5 million (not including interest payments) over a maximum Project term of twelve years and concluding no later than June 30, 2031.

Supplementation with Minutes

Upon City approval of the Project Plan, the City Clerk will attach the minutes of all City meetings where the Project was discussed as an exhibit to this feasibility study.

Conclusion

The proposed Project, as described within this feasibility study, will generate benefits and tax increment revenue which, when supplemented with Developer debt and equity, are expected to exceed the Redevelopment Project costs.

COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 2

MEETING DATE: JULY 19, 2021

STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider a request for a Waiver of the Distance Limitation and a “General Retailer” Special Event permit to allow for the sale of cereal malt beverages for consumption within 200 feet of a school, church, or library during the Johnson County Fair

Strategic Priority: Quality of Life

Department: Administration

Staff Recommendation:

Staff recommends Council approve a request for a Waiver of the Distance Limitation and a “General Retailer” Special Event permit to allow for the sale of cereal malt beverages (CMB) for consumption within 200 feet of a school, church or library during the Johnson County Fair to be held July 27-August 1, 2021 at the Johnson County Fairgrounds, 136 E. Washington.

Background/Description of Item:

Chris Meyer, Tumbleweed Bar & Grill, at the request of the Johnson County Fair Board, has applied for a “General Retailer” Special Event temporary permit and is requesting a Waiver of the Distance Limitation for an area to sell cereal malt beverages (CMB) during the Johnson County Fair to be held July 27-August 1, 2021. Gardner Municipal Code (5.20.040) allows for the consumption of CMBs with an off-premise CMB license being required. The Governing Body will need to approve a permit for a special event pursuant to Chapter 5.20.040 of the City Code.

The location is to be in the derby arena area (see attached map). CMBs will be served within the gates of the beer garden and all alcohol will be required to be consumed in that area. Appropriate interior security will be stationed at both entrances. The hours of operation for the beer garden will be from 4:00 pm to 12:00 am each day. Since the location of the proposed beer garden is within 200 feet of a school, church or library, the applicant must petition and be granted a Waiver of the Distance Limitation and a permit for a special event by the City Council.

Gardner Police Department has reviewed the application and found nothing that would prohibit the issuance of the license.

This waiver and permit will be for July 27-July 31, 2021 only with the following restrictions:

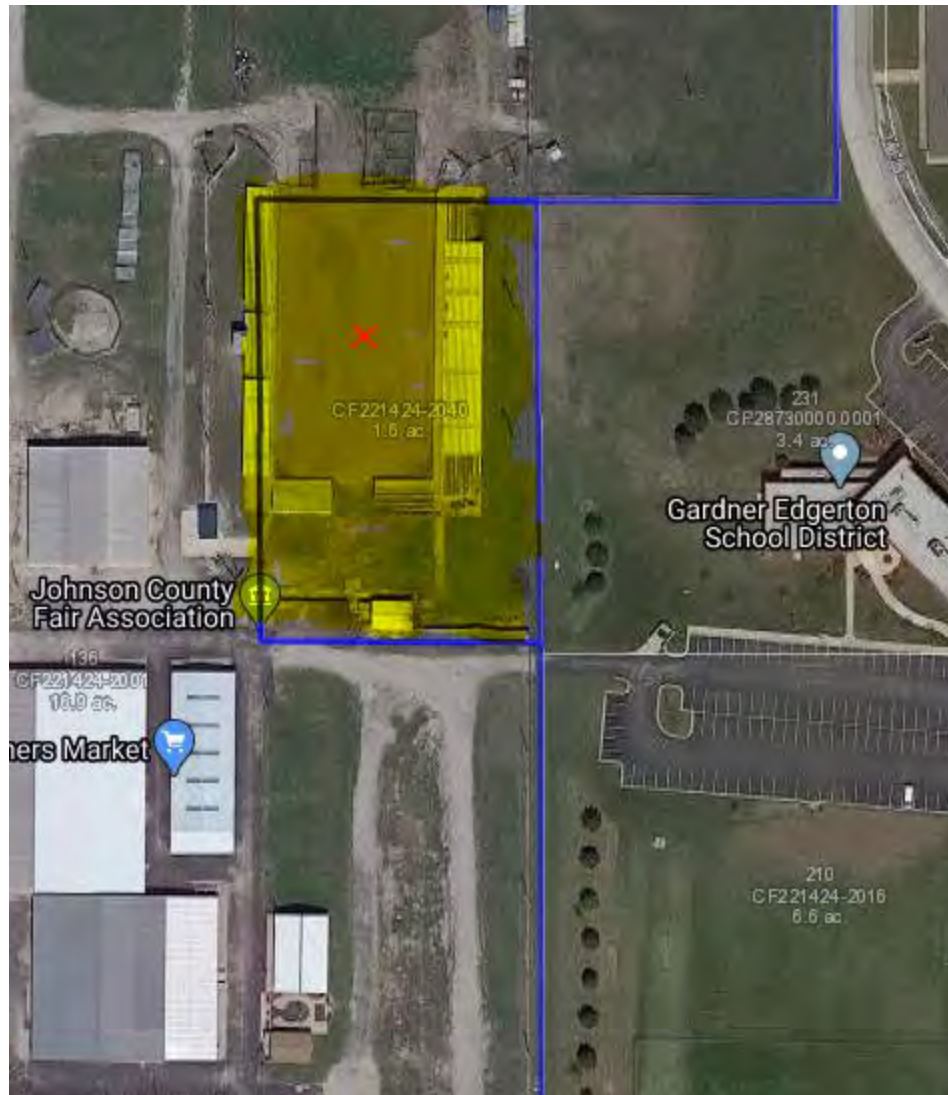
- The location as shown on the map as provided.
- Hours of operation for the beer garden: 4:00 pm to 12:00 am.

Attachments:

- Fairgrounds Map (area of event shaded in yellow)

Suggested Motion:

Approve a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Johnson County Fair to be held July 27-August 1, 2021 at the Johnson County Fairgrounds, 136 E. Washington St



COUNCIL ACTION FORM

NEW BUSINESS ITEM No. 3

MEETING DATE: JULY 19, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution of the City of Gardener, Kansas, regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate.

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends adopting a resolution of the City of Gardner, Kansas, regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate.

Background/Description of Item:

On the June 21, 2021, the City Council provided guidance to staff to notify the County of its intent to maintain or exceed the revenue neutral rate. Since that meeting, the League of Kansas Municipalities provided guidance that recommends that if the Governing Body intends to exceed the revenue neutral rate, it take an official action (resolution or a motion).

The proposed resolution declares the City Council's intent to exceed the revenue neutral rate of 19.278 mills with the current mill rate of 20.665, sets a public hearing regarding its intention to exceed the revenue neutral rate for September 7, 2021, at 7:00 p.m., central standard time, to be held at City Hall, 120 E. Main, Gardner, Kansas and directs the City Clerk to provide this resolution to the Johnson County Clerk as notice of the City's proposed intent to exceed the revenue neutral rate.

Attachments Included:

- Resolution No. 2088

Suggested Motion:

Adopt Resolution No. 2088, a resolution of the City of Gardner, Kansas, regarding the Governing Body's intent to levy a property tax exceeding the revenue neutral rate.

RESOLUTION NO. 2088

A RESOLUTION OF THE CITY OF GARDNER, KANSAS REGARDING THE GOVERNING BODY'S INTENT TO LEVY A PROPERTY TAX EXCEEDING THE REVENUE NEUTRAL RATE;

WHEREAS, the Revenue Neutral Rate for the City of Gardner was calculated as 19.278 mills by the Johnson County Clerk; and

WHEREAS, the budget proposed by the Governing Body of the City of _____ mills will require the levy of a property tax rate exceeding the Revenue Neutral Rate; and

WHEREAS, the Governing Body intends to hold a hearing and hear testimony from all interested taxpayers desiring to be heard as required by state law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

Section 1. The Governing Body of the City of Gardner hereby sets a public hearing regarding its intention to exceed the Revenue Neutral Rate for September 7, 2021, at 7:00 p.m., central standard time, to be held at City Hall, 120 E. Main, Gardner, Kansas and directs that notice of the public hearing be given as required by state law.

Section 2. The Governing Body of the City of Gardner expresses its intention to exceed the Revenue Neutral Rate with a proposed mill levy of _____ mills.

Section 3. The Governing Body of the City of Gardner, Kansas directs the City Clerk to provide this resolution to the Johnson County Clerk as notice of the City's proposed intent to exceed the Revenue Neutral Rate.

This resolution shall take effect and be in force immediately upon its adoption and shall remain in effect until future action is taken by the Governing Body.

ADOPTED by the Governing Body of the City of Gardner, Kansas, on July 19, 2021.

CITY OF GARDNER, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

City of Gardner, KS

Council Actions

July 19, 2021

The City Council took the following actions at the July 19, 2021, meeting:

1. Heard a presentation on the 2021-2022 Revised Budget
2. Held a public hearing to consider an amended redevelopment project plan for a redevelopment district within the City (Main Street Market Place Redevelopment District, Project Area 1)
3. Held a public hearing for the purpose of receiving comments to a request for a Waiver of the Distance Limitation to allow for the sale and consumption of Cereal Malt Beverages for consumption within 200 feet of a school, church or library during the Johnson County Fair
4. Approved the minutes as written for the regular meeting on July 6, 2021. (Passed unanimously)
5. Approved City expenditures prepared June 29, 2021 in the amount of \$1,635.79; July 2, 2021 in the amount of \$1,058,289.76; and July 9, 2021 in the amount of \$304,920.42. (Passed unanimously)
6. Authorized the City Administrator to execute a design services agreement with Olsson for the 167th Street (Center Street to Moonlight Road) improvements project, in an amount not to exceed \$59,043.00. (Passed unanimously)
7. Adopted Ordinance No. 2711, an ordinance approving and adopting a second amended redevelopment project plan for a redevelopment district in the City of Gardner, Kansas (Main Street Market Place Redevelopment District, Project Area 1), and amending Ordinance Nos. 2602 and 2685 of the City. (Passed 4-0-1 Abstention)
8. Approved a request for a Waiver of the Distance Limitation and a General Retailer Special Event temporary permit to allow for the sale and consumption of Cereal Malt Beverages within 200 feet of a school, church or library during the Johnson County Fair to be held July 27-August 1, 2021 at the Johnson County Fairgrounds, 136 E. Washington St. (Passed unanimously)
9. Adopted Resolution No. 2088, a resolution of the City of Gardner, Kansas regarding the Governing Body's intent to levy a property tax exceeding the Revenue Neutral Rate. (Passed unanimously)